



CITY OF ST. FRANCIS
PLANNING COMMISSION MEETING

APRIL 27, 2016
6:30PM

NOTICE

There will be a Planning Commission meeting on Wednesday, April 27, 2016 at 6:30pm in the Committee Room at the St. Francis City Civic Center located at 3400 E. Howard Avenue.

PLANNING COMMISSION AGENDA

1. Call to Order
2. Minutes of the meeting held March 23, 2016
3. Public Comment
4. Discussion and Possible Action
 - A. Proposed Certified Survey Map for 3849 S. Packard Avenue
 - B. St. Francis Animal Hospital Site – Northeast Corner of S. Kinnickinnic/E. Howard Avenues
 1. Rezoning Application
 2. Site Plan
 - C. 2040 E. St. Francis Avenue Change in Operation
 1. Description of Change
 2. Site Plan
5. Unfinished Business
 - A. 4235 S. Nicholson Avenue Site – RFP Review
 - B. Bear Lakefront Development Update
6. Adjourn.

Upon reasonable notice, a good faith effort will be made to accommodate the needs of individuals to participate in public meetings, who have a qualifying disability under the Americans with Disabilities Act. Request should be made as far in advance as possible, preferably a minimum of 48 hours. For additional information or to request this service, contact the St. Francis City Clerk at 481-2300. The meeting room is wheelchair accessible from the East and West entrances.

Note: There is the potential that a quorum of the Common Council may be present.

**MINUTES OF THE PLANNING COMMISSION MEETING
HELD MARCH 23, 2016, 7:30 PM**

The meeting was called to order by Mayor St. Marie-Carls at 7:30 PM.

Members present: Mayor St. Marie-Carls, Alderperson Debbie Fliss, Commission Members Eric Stemwell, Rick Grubanowitch, Charles Buechel, Eric Manders and Tom Kiepczynski.

Members excused: None.

Also present: Alderman Mike McSweeney, Alderman Ray Klug, City Engineer/Director of Public Works Melinda Dejewski, Building Inspector/Zoning Administrator Craig Vretenar, Library Board Member Ann Carter-Drier, Robert Zingara, Richard Adamczewski, Andy Wendt, and other interested citizens.

1. Call to Order

2. Minute Approval

A motion was made by Alderwoman Fliss, seconded by Commissioner Stemwell to approve the minutes of the February 24, 2016 meeting. Motion carried.

3. Public Comment

There was no comment from the public in attendance. Mayor St. Marie-Carls provided an update regarding the possible lakefront development by Sherman Associates. There was an article in a local publication which she handed out copies of to the Commissioners along with a history of the lakefront developments. Mayor St. Marie-Carls informed the Commission that discussions with the Animal Hospital were continuing.

4. Updates for Commission (no action)

A. Landing at Park Shore – Transition Plan Update

Mayor St. Marie-Carls stated that there was an understanding between Bear and the Landing of what maintenance items Thomson Development has agreed to perform to finalize the land transaction with Bear. She wanted to make the Commission aware of the transition study which had been prepared to facilitate the transition of ownership from Thomson Development to the owners of The Landing. There was discussion on some of the items in the study. One item pointed out was that the foundation of the A-wing would remain since it has an access point for the underground parking garages.

B. Bear Development South Lake Drive

Mayor St. Marie-Carls stated that she had a conversation with Dean Fredrick of Thomson Development. He had indicated that the elevator shaft would be removed and that they are working with the Condo Board on how to implement the transition study. There was general discussion about the transition study.

C. Sherman Associated South Lake Drive Proposal

Mayor St. Marie-Carls stated that she had nothing further except the articles which she handed out earlier and that Sherman was working with the financial advisor of the City.

5. Discussion and Possible Action – Comprehensive Plan

A. Page H19 Update

Mayor St. Marie-Carls had City Engineer Dejewski hand out a corrected page. Commissioner Kiepczynski suggested to create an amendment history to track all the amendments. Alderman McSweeney inquired if the Council would receive the updated page. City Engineer Dejewski stated that they would. A motion was made by Alderwoman Fliss, seconded by Commissioner Buechel to place the updated page on file. The motion carried.

B. Other Possible Updates

There were no other updates.

6. Discussion and Possible Action – Applications date February 11, 2016

Re: Rezoning of County Park Land in the City of St. Francis

A. Bay View Park

B. Greene Park

C. Oak Leaf Trail (Sheridan Park) From E. Lunham Ave extended to

E. Howard Ave Extended

Mayor St. Marie-Carls had Building Inspector/Zoning Administrator Vretenar explain the applications. He explained that these applications were to have the parks in the proper zoning classification. A motion was made by Alderwoman Fliss, seconded by Commissioner Grubanowitch to place the application for Bay View Park and Greene Park and to recommend to the Council to change the zoning from IU to IU-SU. The motion carried. A motion was made by Alderwoman Fliss, seconded by commissioner Buechel to place on file the application for the Oak Leaf Trail and recommend to the Council to change the zoning from PUD to IU-SU. The motion carried.

7. Unfinished Business

A. 4235 S. Nicholson Avenue Site – RFP Review

1. RFP Review – Updated Site Plan from Brinshore

2. Library Site and Parking

Mayor St. Marie-Carls gave an update on the portion of the CDA meeting where these projects were discussed. There was a consensus on the CDA that the developers should come back to the CDA with a financial proposal ; essentially a letter from each developer stating what their financial need would be from the City.

City Engineer Dejewski then explained the discussion from the Library Board meeting. She stated that the Library believes it needs additional parking but a part of it needs to be on the same side of the street as the Library. Many of the patrons are elderly and need to have parking in close proximity to the entrance to the Library which is easy to traverse (i.e. no stairs or significant slope). Commissioner Kiepczynski stated that the street gets many parked cars during large events. Library Board Member Carter-Drier stated that they wanted parking on their side of the street for seniors. If the parking is across the street, it defeats the purpose of having it closer. Mayor St. Marie-Carls reminded the Commission that the proposals from the developers include parking for the Library. Library Board Member Carter-Drier stated that the Library wants to do the parking on their side no matter what is decided by the City. Commissioner Stemwell inquired who would be paying for the parking – the Library or the City. Alderwoman Fliss said that would have to go to the Council for direction. Commissioner Stemwell stated that this is an opportunity. The Library needs parking and he does not want to miss the opportunity to have additional parking for the Library if it is needed. This issue needs to be firmed up.

Commissioner Grubanowitch stated that before the discussion gets too far, he wanted to state that now that the former City Hall is completely removed the site looks big and he does not want the City to rush into anything. He is not in favor of WHEDA workforce housing. Commissioner Stemwell thought that to go back now would be unfair to the developers. They had made presentations and invested a lot of time and to reject their proposals was not in good faith. Commissioner Manders stated that the developers stated that market rate housing would not work on the site. Alderwoman Fliss wants development to move forward quickly and both appear to be good developments. Mayor St. Marie-Carls stated that she went back to the Comprehensive Plan and found some statistics: the Plan states that unemployment rates should go down; the City needs newer higher-quality affordable development; 60% of the housing stock is pre-1960; and working people have increased buying power. She stated that there are 4 conditions to review: lakefront view, history and culture, KK corridor – does it fit? She has seen Bay View utilize WHEDA participation on some of their housing. Commissioner Stemwell stated that if the proposed development did not have

WHEDA participation, then the City would have to participate more. There then was general discussion regarding the funding of the development and what type of development would be appropriate for the site including whether TIF funding should be considered by the CDA.

A motion was made by Alderwoman Fliss, seconded by Commissioner Kiepczynski to recommend to the CDA that the Planning Commission recommends that a workforce-type housing development be on the 4235 S. Nicholson Avenue site with a public amenity such as a park, a portion of parking to be shared with the Library, the density of the housing to be 25 units or less and that more detailed financial plans including any TIF assistance requests be submitted to the CDA for their review and recommendation back to the Planning Commission. A roll call vote was requested. Commissioner Manders – yes; Commissioner Grubanowitch – no; Commissioner Kiepczynski – yes; Alderwoman Fliss – yes; Commissioner Buechel – yes; Mayor St. Marie-Carls – yes. The motion carried.

8. Adjourn

A motion was made by Commissioner Buechel, seconded by Alderwoman Fliss to adjourn. Motion carried. Meeting adjourned at 8:45pm.



City of St. Francis

Melinda K. Dejewski, PE, City Engineer/Director of Public Works

April 22, 2016

Honorable Planning Commission
City of St. Francis

Subject: Proposed Certified Survey Map for 3849 S. Packard Avenue

Gentlepersons:

The City of St. Francis has received the proposed Certified Survey Map (CSM) to subdivide the parcel of land at 3849 S. Packard Avenue. This parcel is the lot where the “stucco house” is located. The new owner has been rehabilitating the house into a compliant 3 family home. He is requesting to subdivide the lot to be able to construct a duplex home on the proposed new rear lot. The Comprehensive Plan stated that the urgency for change is high and states that the development should be complementary to #44 (the Triangle) and is suited for a mix of uses. (page ED:42)

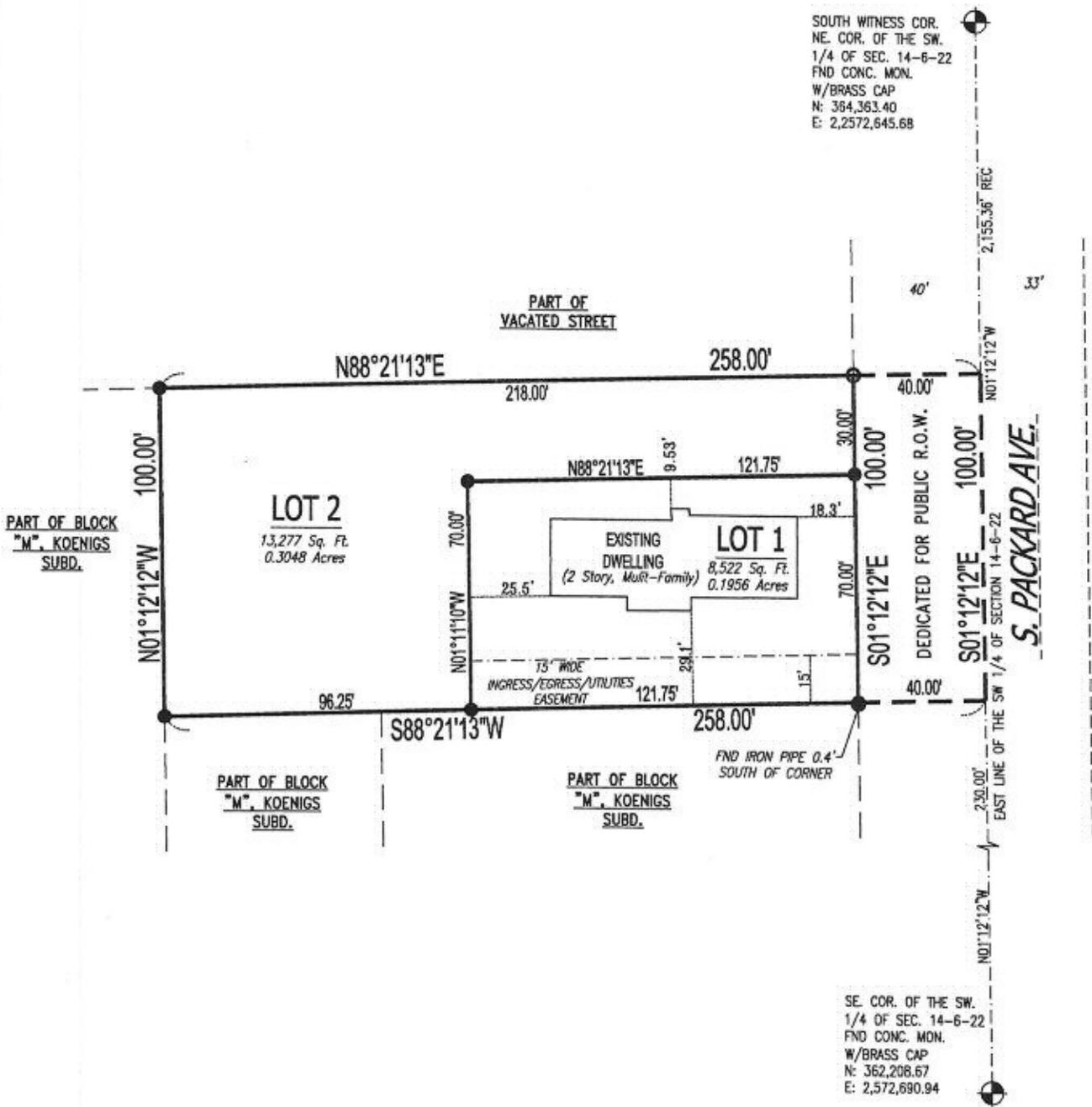
Since the existing residential structure has begun to be rehabilitated as a residential use, and there is single and multifamily housing adjacent to the property, a duplex would be consistent with the existing and proposed development in the area. In addition, the CSM is technically correct with only minor corrections that can be done by staff working with the surveyor. I therefore recommend that the Planning Commission recommend to the Common Council to approve the CSM for 3849 S. Packard Avenue.

Respectfully submitted,

Melinda K. Dejewski, P.E.
City Engineer/Director of Public Works

CERTIFIED SURVEY MAP NO. _____

BEING A DIVISION OF A PART OF BLOCK M, TOGETHER WITH THE ADJACENT VACATED STREET, IN KOENIGS SUBDIVISION, LOCATED IN PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 14, TOWN 6 NORTH, RANGE 22 EAST, IN THE CITY OF ST. FRANCIS, MILWAUKEE COUNTY, WISCONSIN.



GRAPHIC SCALE



(IN FEET)
1 inch = 50 ft.



VICINITY MAP
SW 1/4 OF SEC. 14-6-22
1" = 2000'

• - DENOTES SET 3/4" X 18" LONG IRON REBAR WEIGHING A MINIMUM OF 1.13 LBS PER LINEAL FOOT.

ALL BEARINGS ARE REFERENCED TO THE EAST LINE OF THE SOUTHWEST 1/4 OF SECTION 14-6-22, WHICH IS ASSUMED TO BEAR N01°12'12"W, STATE PLANE COORDINATE SYSTEM SOUTH ZONE, DEC 2011 DATUM.

SURVEYING ASSOCIATES, INC.
2554 N. 100th STREET
WAUWATOSA, WI 53226
PHN 414-257-2212
FAX 414-257-2443

Frederick W. Shibilski
FREDERICK W. SHIBILSKI



S - 1154

CERTIFIED SURVEY MAP NO. _____

BEING A DIVISION OF A PART OF BLOCK M, TOGETHER WITH THE ADJACENT VACATED STREET, IN KOENINGS SUBDIVISION, LOCATED IN PART OF THE SOUTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 14, TOWN 6 NORTH, RANGE 22 EAST, IN THE CITY OF ST. FRANCIS, MILWAUKEE COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE
STATE OF WISCONSIN)
MILWAUKEE COUNTY)SS

I, Frederick W. Shibilski, a Professional Land Surveyor do hereby certify:

That I have surveyed, divided and mapped part of Block M, together with the adjacent vacated street, in Koenings Subdivision, located in part of the Southeast ¼ of the Southwest ¼ of Section 14, Town 6 North, Range 22 East, in the City of St. Francis, Milwaukee County, Wisconsin and being more particularly described as follows: Commencing at the Southeast corner of the Southwest ¼ of Section 14; thence North 01° 12' 12" West along the East line of said ¼ Section, 230.00 feet to the point of beginning of the land to be described; thence South 88° 21' 13" West, 258.00 feet; thence North 01° 12' 12" West, 100.00 feet; thence North 88° 21' 13" East, 258.00 feet to a point on the centerline of S. Packard Avenue; thence South 01° 12' 12" East, 100.00 feet to the point of beginning.

I further certify that I have made such survey, land division and map by the order and direction of Johnpierre Minchillo, owner of said land;

That this map is a correct representation of all exterior boundaries of land surveyed and the land division thereof made;

That I have fully complied with the provisions of Chapter 236 of the Wisconsin Statutes and Regulations of the City of St. Francis in surveying, dividing and mapping the same.

Dated this 21st day of April, 2016.


Frederick W. Shibilski S-1154
Wisconsin Professional Land Surveyor



CERTIFIED SURVEY MAP NO. _____

BEING A DIVISION OF A PART OF BLOCK M, TOGETHER WITH THE ADJACENT VACATED STREET, IN KOENINGS SUBDIVISION, LOCATED IN PART OF THE SOUTHEAST ¼ OF THE SOUTHWEST ¼ OF SECTION 14, TOWN 6 NORTH, RANGE 22 EAST, IN THE CITY OF ST. FRANCIS, MILWAUKEE COUNTY, WISCONSIN.

OWNER'S CERTIFICATE:

Johnpierre Minchillo, owner, do hereby certify that I has caused the land described in this document to be surveyed, divided, dedicated and mapped as represented on this map in accordance with the requirements of Chapter 236 of the Wisconsin Statutes and regulations of the City of St. Francis.

Witness the hand and seal of said owner this ____ day of _____, 2016.

Johnpierre Minchillo

**STATE OF WISCONSIN)
MILWAUKEE COUNTY)SS**

Personally came before me this ____ day of _____, 2016, the above named Johnpierre Minchillo, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My Commission expires _____

PLANNING COMMISSION

Approved by the Plan Commission, City of St. Francis, this ____ day of _____, 2016.

CoryAnn St. Marie-Carls, Chairman

Melinda K. Dejewski, Secretary

COMMON COUNCIL APPROVAL

Approved by the Common Council, City of St. Francis this ____ day of _____, 2016.

CoryAnn St. Marie-Carls, Chairman

Anne B. Uecker, City Clerk



Written Use Description

We are looking to create a two and a half doctor veterinary practice with medical facilities sufficient to allow for digital radiography, in house pharmacy, laboratory, surgery and veterinary treatment.

Operator Information

Operator Name: Vikramjit Dhillon, DVM

Mailing Address: 13100 W. National Ave. New Berlin, WI 53151

Point of contact: Kelly Cronin

Phone Number (Contact Cell): 414-248-8891

This facility will be the only veterinary facility in the City of St. Francis.

Traffic Impact- We anticipate 4-6 clients and 5-7 employees entering and leaving per hour during business hours. No traffic will be directed away from the main roads of Howard and Kinnickinnic by the business. Adequate ingress and egress will be provided from Howard Ave.

Storm Drainage- We do not anticipate additional storm drainage issues from the business.

Sewage Disposal-Operations should not create an undue amount of sewage. Initial plans will assess the ability of the city sewage to handle additional generated sewage. No harmful chemicals of any kinds will be disposed of via the sewage system.

Potable Water Supply-No impact shall be made on the water supply as a result of our operations.

Hours of Operation- Hours of operation are to stay the same as those currently filled by the St. Francis Animal Hospital. Monday-Friday 8a-6p, Saturday 8:30-2p. Additional hours may be added to facilitate additional boarding and day care on Saturday afternoons and on Sundays. No later hours are anticipated.

Environmental character-Noise will be mitigated with the use of noise abating materials as well as with indoor only care and boarding. Veterinary and boarding facilities will both be equipped with ventilation systems to control

any odors associated with the pets. We operate very clean and updated facilities to ensure no additional dirt, dust or debris from our facilities.

Undue adverse impact-Veterinary facilities average at 30 years of business existence in the United States. We provide quality medical care and comply with veterinary regulations. We anticipate contributing to the community for decades to come. We provide indoor care or very limited, fenced outdoor time (only under the observation and control of a trained veterinary team member). We seek to control all aspects of our property and our patients to ensure that no one on our property or near it is put in harms way. We provide building and grounds upkeep, as can be seen at our other Milwaukee clinics to ensure that nearby property values are not negatively impacted by the visual appearance of our facility.

No interference with surrounding development- We will be constructing the building in such a way as to contain all construction materials within our premises. We will limit all use to that within our land boundaries.

Adequate public facilities- We will seek to construct the facility within all codes set forth by the city including those of transportation, including public water supply system and sanitary sewer, police and fire protection, public parks, libraries, schools, and other public facilities and utilities. We will provide for refuse disposal dumpsters and recycling at our facility.

No destruction of significant features- Given that we are building on a vacant lot, the proposed use and development will not result in the destruction, loss, or damage of any natural, scenic, or historic feature of significant importance.

STATEMENT OF FACTS PERTAINING TO THE ACCOMPANYING REQUEST FOR A
CHANGE OF
ZONING ORDINANCE

The following deed restrictions are in effect on the above property: (Here set out restrictions or state none exist. If there were ever restrictions and some have expired or have been removed state former restrictions and date of expiration or removal.)

_____None to our knowledge_____

The following deed restrictions are in effect on property immediately opposite above property. (Here set out restrictions or state none exist. If there were ever restrictions and some have expired or have been removed state former restrictions and date of expiration or removal.)

_____None to our knowledge_____

Property in the block in which the above described property is situated is now devoted to the following uses: (Describe fully all existing uses.)

____Veterinary clinic, brewery and restaurant, housing, laundromat.

Petitioner proposes to erect on the above property: (State fully, proposed building, structure or other improvements and accompany with site, grading, parking, landscape and building plans.)

__We propose to erect a 3,000 sq. ft. veterinary facility with applicable parking lot. The lot will require grading as well as foundation addition.

CITY OF ST. FRANCIS

LIST OF DATA AND PLANS REQUIRED

BEFORE SCHEDULING FOR A PLANNING COMMISSION REVIEW

OF

APPLICATION FOR CHANGE OF ZONING

10 SETS OF PLANS AND DATA FOR PLANNING COMMISSION
12 SETS OF PLANS AND DATA FOR PUBLIC HEARING

- ___ 1) Name of owner(s) – (Including proof)
- ___ 2) Option(s) on property – (Including proof)
- ___ 3) Recent plat of Survey – (One year limit) & Legal Property Description(s) of all properties requested to be rezoned.
- ___ 4) Preliminary Site Development Plan(s) – (Showing Structures, Parking & Traffic patterns, Proposed and Present Elevations (including adjacent parcels) and preliminary Landscape plans.
- ___ 5) Building Plan(s) – To include Floor Plans, Elevations and Individual Living Unit Plans
- ___ 6) Estimated Cost of Improvements – (Structure & Land)

NOTE: X denotes information required pending Planning Commission review.

Council Meetings held on Tuesday of the first full week of the month and Tuesday of the third week of every month at 7:00 PM in the Council Chambers, 2nd floor of City Hall.

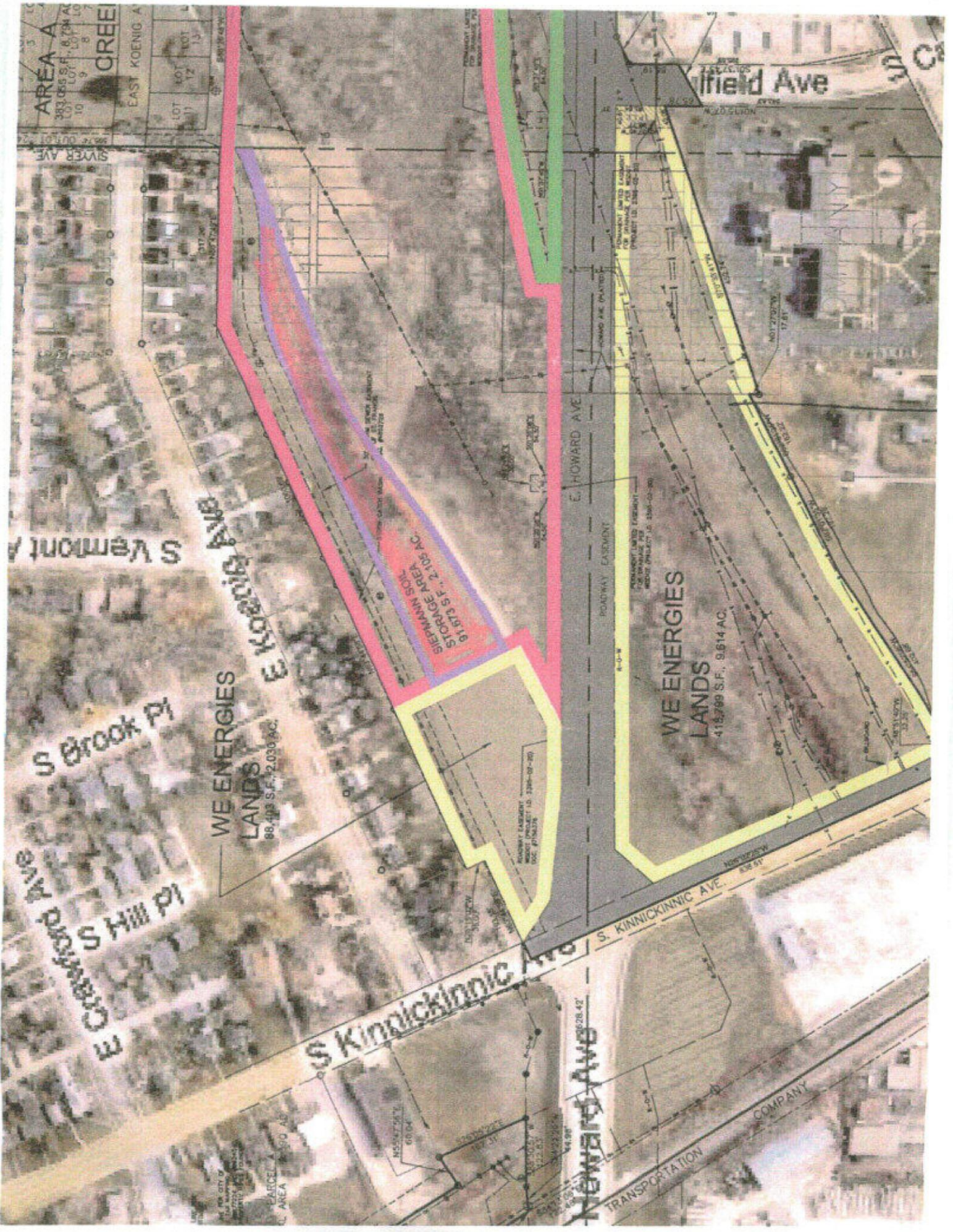
Planning Commission meetings held the fourth Wednesday of the month (or call of the Chair). 7:00 PM – Committee Room, adjacent to the Council Chambers.

All applications to be reviewed by Zoning Administrator prior to filing with City Clerk. Please make an appointment. Office hours 8 to 9 AM & 1 to 2 PM.

CSV
Zoning Administrator)

3/29/16
(Date)





AREA A
383,000 S.F., 8.734 AC.
LOT 9
LOT 10
CREEK

Howard Ave
N 20 SECTION

S Vermont Ave

WE ENERGIES
LANDS
88,403 S.F., 2.030 AC.

E Koshong Ave

SEMANN SOIL
STORAGE AREA AC
91,873 S.F., 2.105 AC.

WE ENERGIES
LANDS
415,780 S.F., 9.614 AC.

E HOWARD AVE

S Brook Pl
S Crawford Pl
S Hill Pl

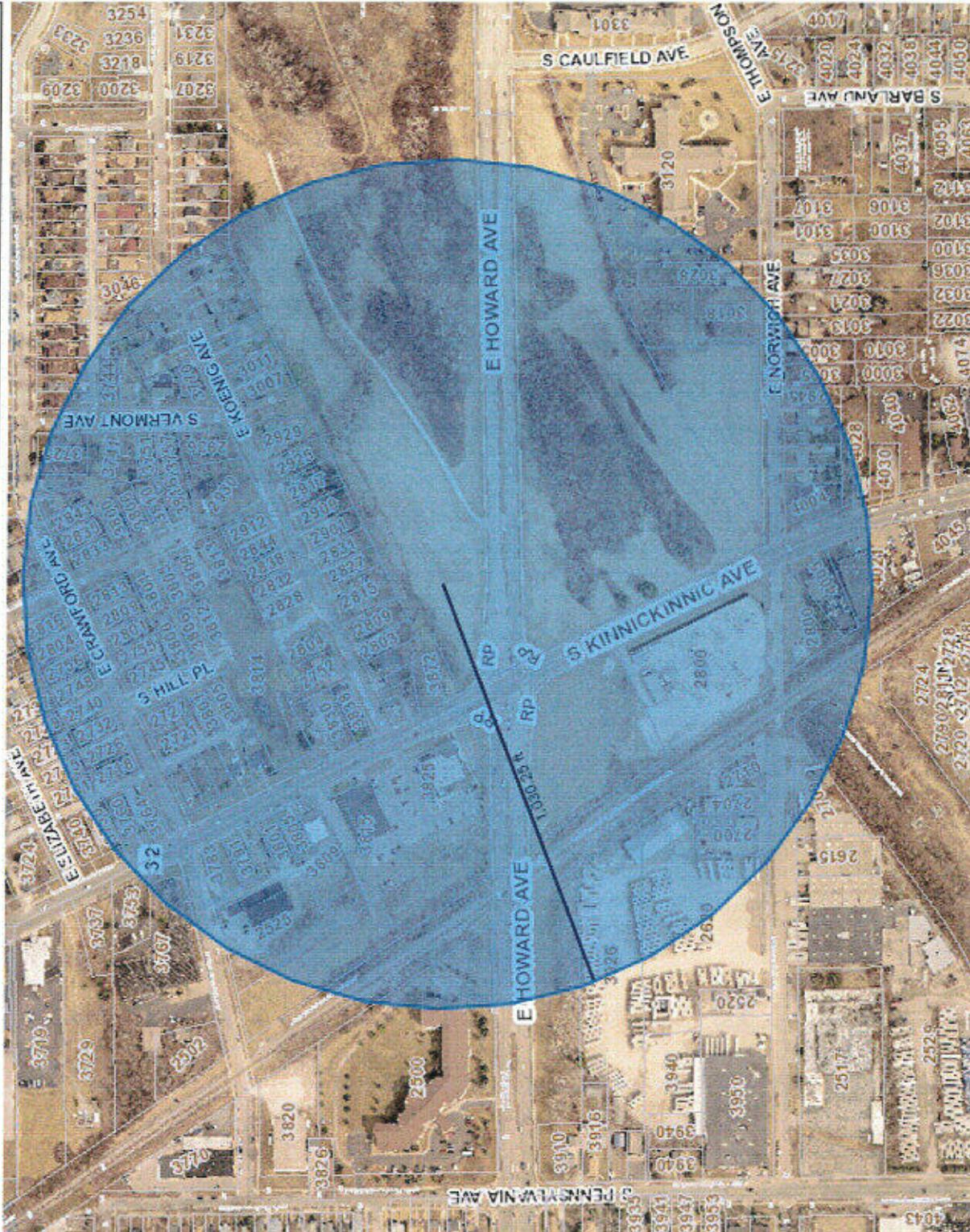
S Kinnickinnic Ave

Howard Ave

TRANSPORTATION COMPANY



MILWAUKEE COUNTY INTERACTIVE MAPPING SERVICE



720

0

360

720 Feet

DISCLAIMER: This map is a user generated static output from the Milwaukee County Land Information Office Interactive Mapping Service website. The contents herein are for reference purposes only and may or may not be accurate, current or otherwise reliable. No liability is assumed for the data delineated herein either expressed or implied by Milwaukee County or its employees.

NAD_1927_StatePlane_Wisconsin_South_FIPS_4803

THIS MAP IS NOT TO BE USED FOR NAVIGATION

© MCAMILIS

Legend

- Tax Parcels
- Taxparcel Boundary
- ParcelLine
- ExpParcelLine
- Subdivision Docs
- Condo Docs
- CSM Docs
- 2015 COLOR
 - Red: Band_1
 - Green: Band_2
 - Blue: Band_3
- County Boundary
- City Limits Outline
- Streets
 - Primary
 - Secondary
 - Freeway
 - Primary Ramp
 - Freeway Ramp
 - A71
- Railroad Bk
- Transportation Poly
- Bridge Structure
- Structure
- Structure Large Shadow
- Transportation Poly
- <all other values>
- Paved Road
- Paved Airport Runway
- Paved Driveway
- Paved Parking
- Paved Shoulder
- Sidewalk
- Unpaved Driveway
- Unpaved Parking
- Unpaved Shoulder
- Open Water Gradient
- Open Water
- Stream
- Hillshade
 - High : 180

1: 4,321



Notes



MILWAUKEE COUNTY INTERACTIVE MAPPING SERVICE



Legend

- Tax Parcels
- Taxparcel Boundary
- ParcelLine
- ExitParcelLine
- Subdivision Docs
- Condo Docs
- CSM Docs
- 2015 COLOR**
 - Red: Band_1
 - Green: Band_2
 - Blue: Band_3
- County Boundary
- City Limits Outline
- Streets**
 - Primary
 - Secondary
 - Freeway
 - Primary Ramp
 - Freeway Ramp
 - A71
 - Railroad 8k
 - Transportation Poly
 - Bridge Structure
 - Structure
 - Structure Large Shadow
 - Transportation Poly
 - <all other values>
 - Paved Road
 - Paved Airport Runway
 - Paved Driveway
 - Paved Parking
 - Paved Shoulder
 - Sidewalk
 - Unpaved Driveway
 - Unpaved Parking
 - Unpaved Shoulder
 - Open Water Gradient
 - Open Water
 - Stream
 - Hillshade
 - High : 180

1:1,080



Notes

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180 90 180 Feet

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NAD_1927_StatePlane_Wisconsin_South_FIPS_4803
© MCAMLIS

WB-13 VACANT LAND OFFER TO PURCHASE

1 LICENSEE DRAFTING THIS OFFER ON FEB 25th 2016 [DATE] IS (AGENT OF BUYER)
2 (AGENT OF SELLER/LISTING BROKER) (AGENT OF BUYER AND SELLER) ~~STRIKE THOSE NOT APPLICABLE~~

3 **GENERAL PROVISIONS** The Buyer, St. FRANCIS ANIMAL HOSPITAL, A WISCONSIN LIMITED
4 LIABILITY COMPANY, offers to purchase the Property

5 known as [Street Address] 7/2 ACRE ON EAST HOWARD AVE. AT S. KINNICKINNIC AVE. ^{DESCRIBED IN}
6 in the CITY OF ST. FRANCIS of ST. FRANCIS County of MILWAUKEE, Wisconsin (Insert PLS COMMITMEN)
7 additional description, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525), on the following terms:

8 ■ PURCHASE PRICE: SEVENTY-EIGHT THOUSAND AND 00/100
9 _____ Dollars (\$ 78,000).

10 ■ EARNEST MONEY of \$ 0.00 accompanies this Offer and earnest money of \$ 78,000 ~~\$1,000.00~~
11 will be mailed, or commercially or personally delivered within SEVEN (7) days of acceptance to ~~listing broker or~~

12 _____
13 ■ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise provided below.

14 ■ INCLUDED IN PURCHASE PRICE: Seller is including in the purchase price the Property, all Fixtures on the Property on the
15 date of this Offer not excluded at lines 18-19, and the following additional items: NONE

16 _____
17 _____
18 ■ NOT INCLUDED IN PURCHASE PRICE: NONE

19 _____
20 **CAUTION: Identify Fixtures that are on the Property (see lines 290-294) to be excluded by Seller or which are rented**
21 **and will continue to be owned by the lessor.**

22 **NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are**
23 **included/excluded. Annual crops are not part of the purchase price unless otherwise agreed.**

24 ■ ZONING: Seller represents that the Property is zoned: _____

25 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical
26 copies of the Offer.

27 **CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term deadlines**
28 **running from acceptance provide adequate time for both binding acceptance and performance.**

29 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on
30 or before _____ Seller may keep the Property on the

31 market and accept secondary offers after binding acceptance of this Offer.

32 **CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.**

33 **OPTIONAL PROVISIONS** TERMS OF THIS OFFER THAT ARE PRECEDED BY AN OPEN BOX () ARE PART OF THIS
34 OFFER ONLY IF THE BOX IS MARKED SUCH AS WITH AN "X." THEY ARE NOT PART OF THIS OFFER IF MARKED "N/A"
35 OR ARE LEFT BLANK.

36 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and
37 written notices to a Party shall be effective only when accomplished by one of the methods specified at lines 38-56.

38 (1) **Personal Delivery:** giving the document or written notice personally to the Party, or the Party's recipient for delivery if
39 named at line 40 or 41.

40 Seller's recipient for delivery (optional): CITY ADMINISTRATOR CITY OF ST. FRANCIS, 3100 E. HOWARD AVE. ST. FRANCIS, WI 53151
41 Buyer's recipient for delivery (optional): DR. DHILLON, 1300 W. NATIONAL AVE. NEW BERLIN, WI 53151

42 (2) **Fax:** fax transmission of the document or written notice to the following telephone number:
43 Seller: (_____) Buyer: (_____)

44 (3) **Commercial Delivery:** depositing the document or written notice fees prepaid or charged to an account with a
45 commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery if named at line 40 or 41, for
46 delivery to the Party's delivery address at line 49 or 50.

47 (4) **U.S. Mail:** depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party,
48 or to the Party's recipient for delivery if named at line 40 or 41, for delivery to the Party's delivery address at line 49 or 50.

49 Delivery address for Seller: _____

50 Delivery address for Buyer: _____

51 (5) **E-Mail:** electronically transmitting the document or written notice to the Party's e-mail address, if given below at line
52 55 or 56. If this is a consumer transaction where the property being purchased or the sale proceeds are used primarily for
53 personal, family or household purposes, each consumer providing an e-mail address below has first consented electronically
54 to the use of electronic documents, e-mail delivery and electronic signatures in the transaction, as required by federal law.

55 E-Mail address for Seller (optional): _____

56 E-Mail address for Buyer (optional): dhillondum@gmail.com

57 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller
58 constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.

59 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this
60 Offer at lines 458-464 or 526-534 or in an addendum attached per line 525. At time of Buyer's occupancy, Property shall be
61 free of all debris and personal property except for personal property belonging to current tenants, or that sold to Buyer or left
62 with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

63 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has no
64 notice or knowledge of Conditions Affecting the Property or Transaction (see lines 163-187 and 246-278) other than those
65 identified in the Seller's disclosure report dated WITHIN 10 DAYS OF THE DATE OF OFFER, which was received by Buyer prior to
66 Buyer signing this Offer and which is made a part of this Offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE**
67 and _____

68 _____
69 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT**

70 **CLOSING** This transaction is to be closed no later than JUNE 30th 2016
71 _____ at the place selected by Seller, unless otherwise agreed by the Parties in writing.

72 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values:
73 real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners association
74 assessments, fuel and NONE OTHER

75 **CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.**

76 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

77 Real estate taxes shall be prorated at closing based on [CHECK BOX FOR APPLICABLE PRORATION FORMULA]:

78 The net general real estate taxes for the preceding year, or the current year if available (Net general real estate
79 taxes are defined as general property taxes after state tax credits and lottery credits are deducted) (NOTE: THIS CHOICE
80 APPLIES IF NO BOX IS CHECKED)

81 Current assessment times current mill rate (current means as of the date of closing)

82 Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior
83 year, or current year if known, multiplied by current mill rate (current means as of the date of closing)

84 PROPERTY IS CURRENTLY TAX EXEMPT AS OF DATE OF OFFER

85 **CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be**
86 **substantially different than the amount used for proration especially in transactions involving new construction,**
87 **extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact the local assessor**
88 **regarding possible tax changes.**

89 Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on
90 the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5
91 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall
92 re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation
93 and is the responsibility of the Parties to complete, not the responsibility of the real estate brokers in this transaction.

94 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights
95 under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the
96 (written) (oral) ~~STRIKE ONE~~ lease(s), if any, are _____

97 _____ Insert additional terms, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525.

98 **GOVERNMENT PROGRAMS:** Seller shall deliver to Buyer, within _____ days of acceptance of this Offer, a list of all
99 federal, state, county, and local conservation, farmland, environmental, or other land use programs, agreements, restrictions,
100 or conservation easements, which apply to any part of the Property (e.g., farmland preservation agreements, farmland
101 preservation or exclusive agricultural zoning, use value assessments, Forest Crop, Managed Forest, Conservation Reserve
102 Program, wetland mitigation, shoreland zoning mitigation plan or comparable programs), along with disclosure of any
103 penalties, fees, withdrawal charges, or payback obligations pending, or currently deferred, if any. This contingency will be
104 deemed satisfied unless Buyer delivers to Seller, within seven (7) days of Buyer's Actual Receipt of said list and disclosure, or
105 the deadline for delivery, whichever is earlier, a notice terminating this Offer based upon the use restrictions, program
106 requirements, and/or amount of any penalty, fee, charge, or payback obligation.

107 **CAUTION: If Buyer does not terminate this Offer, Buyer is hereby agreeing that Buyer will continue in such programs,**
108 **as may apply, and Buyer agrees to reimburse Seller should Buyer fail to continue any such program such that Seller**
109 **incurs any costs, penalties, damages, or fees that are imposed because the program is not continued after sale. The**
110 **Parties agree this provision survives closing.**

111 **MANAGED FOREST LAND:** All, or part, of the Property is managed forest land under the Managed Forest Law (MFL).
112 This designation will continue after closing. Buyer is advised as follows: The MFL is a landowner incentive program that
113 encourages sustainable forestry on private woodlands by reducing and deferring property taxes. Orders designating lands as
114 managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the MFL program changes, the
115 new owner must sign and file a report of the change of ownership on a form provided by the Department of Natural Resources
116 and pay a fee. By filing this form, the new owner agrees to the associated MFL management plan and the MFL program rules.
117 The DNR Division of Forestry monitors forest management plan compliance. Changes you make to property that is subject to
118 an order designating it as managed forest land, or to its use, may jeopardize your benefits under the program or may cause
119 the property to be withdrawn from the program and may result in the assessment of penalties. For more information call the
120 local DNR forester or visit <http://www.dnr.state.wi.us>.

121 **FENCES:** Wis. Stat. § 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal shares
 122 where one or both of the properties is used and occupied for farming or grazing purposes.

123 **CAUTION: Consider an agreement addressing responsibility for fences if Property or adjoining land is used and**
 124 **occupied for farming or grazing purposes.**

125 **USE VALUE ASSESSMENTS:** The use value assessment system values agricultural land based on the income that would be
 126 generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural land to a
 127 non-agricultural use (e.g., residential or commercial development), that person may owe a conversion charge. To obtain more
 128 information about the use value law or conversion charge, contact the Wisconsin Department of Revenue's Equalization
 129 Section or visit <http://www.revenue.wi.gov/>.

130 **FARMLAND PRESERVATION:** Rezoning a property zoned farmland preservation to another use or the early termination of a
 131 farmland preservation agreement or removal of land from such an agreement can trigger payment of a conversion fee equal to
 132 3 times the class 1 "use value" of the land. Contact the Wisconsin Department of Agriculture, Trade and Consumer Protection
 133 Division of Agricultural Resource Management or visit <http://www.datcp.state.wi.us/> for more information.

134 **CONSERVATION RESERVE PROGRAM (CRP):** The CRP encourages farmers, through contracts with the U.S. Department
 135 of Agriculture, to stop growing crops on highly erodible or environmentally sensitive land and instead to plant a protective
 136 cover of grass or trees. CRP contracts run for 10 to 15 years, and owners receive an annual rent plus one-half of the cost of
 137 establishing permanent ground cover. Removing lands from the CRP in breach of a contract can be quite costly. For more
 138 information call the state Farm Service Agency office or visit <http://www.fsa.usda.gov/>.

139 **SHORELAND ZONING ORDINANCES:** All counties must adopt shoreland zoning ordinances that meet or are more
 140 restrictive than Wis. Admin. Code Chapter NR 115. County shoreland zoning ordinances apply to all unincorporated land
 141 within 1,000 feet of a navigable lake, pond or flowage or within 300 feet of a navigable river or stream and establish minimum
 142 standards for building setbacks and height limits, cutting trees and shrubs, lot sizes, water runoff, impervious surface
 143 standards (that may be exceeded only if a mitigation plan is adopted) and repairs to nonconforming structures. Buyers must
 144 conform to any existing mitigation plans. For more information call the county zoning office or visit <http://www.dnr.state.wi.us/>.
 145 Buyer is advised to check with the applicable city, town or village for additional shoreland zoning restrictions, if any.

146 **BUYER'S PRE-CLOSING WALK-THROUGH** Within 3 days prior to closing, at a reasonable time pre-approved by Seller or
 147 Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no significant change
 148 in the condition of the Property, except for ordinary wear and tear and changes approved by Buyer, and that any defects
 149 Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

150 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** Seller shall maintain the Property until the earlier of
 151 closing or occupancy of Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary
 152 wear and tear. If, prior to closing, the Property is damaged in an amount of not more than five percent (5%) of the selling price,
 153 Seller shall be obligated to repair the Property and restore it to the same condition that it was on the day of this Offer. No later
 154 than closing, Seller shall provide Buyer with lien waivers for all lienable repairs and restoration. If the damage shall exceed
 155 such sum, Seller shall promptly notify Buyer in writing of the damage and this Offer may be canceled at option of Buyer.
 156 Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any,
 157 relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on
 158 such policy, if any. However, if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall
 159 be held in trust for the sole purpose of restoring the Property.

160 **DEFINITIONS**

161 ■ **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document or
 162 written notice physically in the Party's possession, regardless of the method of delivery.

163 ■ **CONDITIONS AFFECTING THE PROPERTY OR TRANSACTION:** "Conditions Affecting the Property or Transaction" are
 164 defined to include:

- 165 a. Proposed, planned or commenced public improvements or public construction projects which may result in special
 166 assessments or otherwise materially affect the Property or the present use of the Property.
- 167 b. Government agency or court order requiring repair, alteration or correction of any existing condition.
- 168 c. Land division or subdivision for which required state or local approvals were not obtained.
- 169 d. A portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal regulations.
- 170 e. A portion of the Property being subject to, or in violation of, a farmland preservation agreement or in a certified farmland
 171 preservation zoning district (see lines 130-133), or enrolled in, or in violation of, a Forest Crop, Managed Forest (see lines
 172 111-120), Conservation Reserve (see lines 134-138), or comparable program.
- 173 f. Boundary or lot disputes, encroachments or encumbrances, a joint driveway or violation of fence laws (Wis. Stat. ch. 90)
 174 (where one or both of the properties is used and occupied for farming or grazing).
- 175 g. Material violations of environmental rules or other rules or agreements regulating the use of the Property.
- 176 h. Conditions constituting a significant health risk or safety hazard for occupants of the Property.
- 177 i. Underground storage tanks presently or previously on the Property for storage of flammable or combustible liquids,
 178 including, but not limited to, gasoline and heating oil.
- 179 j. A Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, pesticides, herbicides,
 180 fertilizer, radon, radium in water supplies, lead or arsenic in soil, or other potentially hazardous or toxic substances on the
 181 premises.
- 182 k. Production of methamphetamine (meth) or other hazardous or toxic substances on the Property.
- 183 l. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the
 184 Property.
- 185 m. Defects in any well, including unsafe well water due to contaminants such as coliform, nitrates and atrazine, and out-of-
 186 service wells and cisterns required to be abandoned (Wis. Admin. Code § NR 812.26) but that are not closed/abandoned
 187 according to applicable regulations.

188 (Definitions Continued on page 5)

IF LINE 190 IS NOT MARKED OR IS MARKED N/A, LINES 230-236 APPLY.

189
190 **FINANCING CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written Commercial
191 _____ [INSERT LOAN PROGRAM OR SOURCE] first mortgage
192 loan commitment as described below, within 30 days of acceptance of this Offer. The financing selected shall be in an
193 amount of not less than \$ _____ for a term of not less than 15 years, amortized over not less than 15 years.
194 Initial monthly payments of principal and interest shall not exceed \$ 7,600.00. Monthly payments may
195 also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance
196 premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay discount points and/or loan origination
197 fee in an amount not to exceed _____ % of the loan. If the purchase price under this Offer is modified, the financed amount,
198 unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the
199 monthly payments shall be adjusted as necessary to maintain the term and amortization stated above.

200 CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 201 or 202.

201 **FIXED RATE FINANCING:** The annual rate of interest shall not exceed 5.0 %.
202 **ADJUSTABLE RATE FINANCING:** The initial annual interest rate shall not exceed _____ %. The initial interest
203 rate shall be fixed for _____ months, at which time the interest rate may be increased not more than _____ % per
204 year. The maximum interest rate during the mortgage term shall not exceed _____ %. Monthly payments of principal
205 and interest may be adjusted to reflect interest changes.

206 If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines 458-464 or
207 526-534 or in an addendum attached per line 525.

208 ■ **BUYER'S LOAN COMMITMENT:** Buyer agrees to pay all customary loan and closing costs, to promptly apply for a
209 mortgage loan, and to provide evidence of application promptly upon request of Seller. If Buyer qualifies for the loan described
210 in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no
211 later than the deadline at line 192. **Buyer and Seller agree that delivery of a copy of any written loan commitment to**
212 **Seller (even if subject to conditions) shall satisfy the Buyer's financing contingency if, after review of the loan**
213 **commitment, Buyer has directed, in writing, delivery of the loan commitment. Buyer's written direction shall**
214 **accompany the loan commitment. Delivery shall not satisfy this contingency if accompanied by a notice of**
215 **unacceptability.**

216 **CAUTION: The delivered commitment may contain conditions Buyer must yet satisfy to obligate the lender to provide**
217 **the loan. BUYER, BUYER'S LENDER AND AGENTS OF BUYER OR SELLER SHALL NOT DELIVER A LOAN**
218 **COMMITMENT TO SELLER OR SELLER'S AGENT WITHOUT BUYER'S PRIOR WRITTEN APPROVAL OR UNLESS**
219 **ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.**

220 ■ **SELLER TERMINATION RIGHTS:** If Buyer does not make timely delivery of said commitment, Seller may terminate this
221 Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written loan
222 commitment.

223 ■ **FINANCING UNAVAILABILITY:** If financing is not available on the terms stated in this Offer (and Buyer has not already
224 delivered an acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of
225 same including copies of lender(s)' rejection letter(s) or other evidence of unavailability. Unless a specific loan source is
226 named in this Offer, Seller shall then have 10 days to deliver to Buyer written notice of Seller's decision to finance this
227 transaction on the same terms set forth in this Offer and this Offer shall remain in full force and effect, with the time for closing
228 extended accordingly. If Seller's notice is not timely given, this Offer shall be null and void. Buyer authorizes Seller to obtain
229 any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

230 ■ **IF THIS OFFER IS NOT CONTINGENT ON FINANCING:** Within 7 days of acceptance, a financial institution or third party
231 in control of Buyer's funds shall provide Seller with reasonable written verification that Buyer has, at the time of verification,
232 sufficient funds to close. If such written verification is not provided, Seller has the right to terminate this Offer by delivering
233 written notice to Buyer. Buyer may or may not obtain mortgage financing but does not need the protection of a financing
234 contingency. Seller agrees to allow Buyer's appraiser access to the Property for purposes of an appraisal. Buyer understands
235 and agrees that this Offer is not subject to the appraisal meeting any particular value, unless this Offer is subject to an
236 appraisal contingency, nor does the right of access for an appraisal constitute a financing contingency.

237 **APPRAISAL CONTINGENCY:** This Offer is contingent upon the Buyer or Buyer's lender having the Property appraised
238 at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated
239 subsequent to the date of this Offer indicating an appraised value for the Property equal to or greater than the agreed upon
240 purchase price. This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers to
241 Seller a copy of the appraisal report which indicates that the appraised value is not equal to or greater than the agreed upon
242 purchase price, accompanied by a written notice of termination.

243 **CAUTION: An appraisal ordered by Buyer's lender may not be received until shortly before closing. Consider whether**
244 **deadlines provide adequate time for performance.**

245 **DEFINITIONS CONTINUED FROM PAGE 3**

- 246 n. Defects in any septic system or other sanitary disposal system on the Property or out-of-service septic systems not
 247 closed/abandoned according to applicable regulations.
- 248 o. Subsoil conditions which would significantly increase the cost of development including, but not limited to, subsurface
 249 foundations or waste material; organic or non-organic fill; dumpsites where pesticides, herbicides, fertilizer or other toxic
 250 or hazardous materials or containers for these materials were disposed of in violation of manufacturer's or government
 251 guidelines or other laws regulating said disposal; high groundwater; adverse soil conditions (e.g. low load bearing
 252 capacity, earth or soil movement, slides) or excessive rocks or rock formations.
- 253 p. Brownfields (abandoned, idled or under-used land which may be subject to environmental contamination) or other
 254 contaminated land, or soils contamination remediated under PECFA, the Department of Natural Resources (DNR)
 255 Remediation and Redevelopment Program, the Agricultural Chemical Cleanup Program or other similar program.
- 256 q. Lack of legal vehicular access to the Property from public roads.
- 257 r. Homeowners' associations, common areas shared or co-owned with others, zoning violations or nonconforming uses,
 258 conservation easements, restrictive covenants, rights-of-way, easements, easement maintenance agreements, or use of
 259 a part of Property by non-owners, other than recorded utility easements.
- 260 s. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority to
 261 impose assessments against the real property located within the district.
- 262 t. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition.
- 263 u. Property tax increases, other than normal annual increases; completed or pending property tax reassessment of the
 264 Property, or proposed or pending special assessments.
- 265 v. Burial sites, archeological artifacts, mineral rights, orchards or endangered species.
- 266 w. Flooding, standing water, drainage problems or other water problems on or affecting the Property.
- 267 x. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.
- 268 y. Significant odor, noise, water intrusion or other irritants emanating from neighboring property.
- 269 z. Substantial crop damage from disease, insects, soil contamination, wildlife or other causes; diseased trees; or substantial
 270 injuries or disease in livestock on the Property or neighboring properties.
- 271 aa. Existing or abandoned manure storage facilities on the Property.
- 272 bb. Impact fees, or other conditions or occurrences that would significantly increase development costs or reduce the value of
 273 the Property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.
- 274 cc. The Property is subject to a mitigation plan required by DNR rules related to county shoreland zoning ordinances that
 275 obligates the owner to establish or maintain certain measures related to shoreland conditions, enforceable by the county
 276 (see lines 139-145).
- 277 dd. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion
 278 charge or the payment of a use-value conversion charge has been deferred.
- 279 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding
 280 the day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day.
 281 Deadlines expressed as a specific number of "business days" exclude Saturdays, Sundays, any legal public holiday under
 282 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive
 283 registered mail or make regular deliveries on that day. Deadlines expressed as a specific number of "hours" from the
 284 occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24 hours
 285 per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as
 286 closing, expire at midnight of that day.
- 287 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would
 288 significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would
 289 significantly shorten or adversely affect the expected normal life of the premises.
- 290 ■ **FIXTURE:** A "Fixture" is an item of property which is physically attached to or so closely associated with land so as to be
 291 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage
 292 to the premises, items specifically adapted to the premises, and items customarily treated as fixtures, including, but not limited
 293 to, all: perennial crops; garden bulbs; plants; shrubs and trees and fences; storage buildings on permanent foundations and
 294 docks/piers on permanent foundations.
- 295 **CAUTION: Exclude any Fixtures to be retained by Seller or which are rented on lines 18-19.**
- 296 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-7.
- 297 **PROPERTY DEVELOPMENT WARNING** If Buyer contemplates developing Property for a use other than the current use,
 298 there are a variety of issues which should be addressed to ensure the development or new use is feasible. Municipal and
 299 zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or
 300 uses and therefore should be reviewed. Building permits, zoning variances, Architectural Control Committee approvals,
 301 estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental audits,
 302 subsoil tests, or other development related fees may need to be obtained or verified in order to determine the feasibility of
 303 development of, or a particular use for, a property. Optional contingencies which allow Buyer to investigate certain of these
 304 issues can be found at lines 306-350 and Buyer may add contingencies as needed in addenda (see line 525). Buyer should
 305 review any plans for development or use changes to determine what issues should be addressed in these contingencies.

306 **PROPOSED USE CONTINGENCIES:** Buyer is purchasing the Property for the purpose of: CONSTRUCTION AND
307 OPERATION OF A 3500-5000 SQ. FT. VETERINARY CLINIC & INDOOR DAY
308 BOARDING FACILITY FOR DOMESTIC ANIMALS

309 [insert proposed use and type and size of building, if applicable; e.g. three bedroom single family home]. The optional
310 provisions checked on lines 314-345 shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers
311 written notice to Seller specifying those items which cannot be satisfied and written evidence substantiating why each specific
312 item included in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice, this Offer shall be null and void. Seller
313 agrees to cooperate with Buyer as necessary to satisfy the contingencies checked at lines 314-350.

314 **ZONING CLASSIFICATION CONFIRMATION:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's)
315 STRIKE ONE ("Buyer's" if neither is stricken) expense, verification that the Property is zoned _____
316 and that the Property's zoning allows the Buyer's proposed use described at lines 306-308.

317 **SUBSOILS:** This offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither
318 is stricken) expense, written evidence from a qualified soils expert that the Property is free of any subsoil condition which
319 would make the proposed use described at lines 306-308 impossible or significantly increase the costs of such
320 development.

321 **PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS) SUITABILITY:** This Offer is contingent
322 upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither is stricken) expense, written evidence from
323 a certified soils tester that (a) the soils at the Property locations selected by Buyer, and (b) all other conditions that must
324 be approved, meet the legal requirements in effect on the date of this Offer to obtain a permit for a POWTS for use of the
325 Property as stated on lines 306-308. The POWTS (septic system) allowed by the written evidence must be one of
326 the following POWTS that is approved by the State for use with the type of property identified at lines 306-308 CHECK

327 ALL THAT APPLY: conventional in-ground; mound; at grade; in-ground pressure distribution; holding tank;
328 other: _____

329 **EASEMENTS AND RESTRICTIONS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE
330 ONE ("Buyer's" if neither is stricken) expense, copies of all public and private easements, covenants and restrictions
331 affecting the Property and a written determination by a qualified independent third party that none of these prohibit or
332 significantly delay or increase the costs of the proposed use or development identified at lines 306-308.

333 **APPROVALS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if
334 neither is stricken) expense, permits, approvals and licenses, as appropriate, or the final discretionary action by the
335 granting authority prior to the issuance of such permits, approvals and licenses, for the following items related to Buyer's
336 proposed use: _____

337 **UTILITIES:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither
338 is stricken) expense, written verification of the following utility connections at the listed locations (e.g., on the Property, at
339 the lot line, across the street, etc.) CHECK AND COMPLETE AS APPLICABLE: electricity _____;
340 gas _____; sewer _____; water _____;
341 telephone _____; cable _____; other _____

342 **ACCESS TO PROPERTY:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE
343 ("Buyer's" if neither is stricken) expense, written verification that there is legal vehicular access to the Property from public
344 roads.

345 **LAND USE APPROVAL:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if
346 neither is stricken) expense, a rezoning; conditional use permit; license; variance; building permit;
347 occupancy permit; other _____ CHECK ALL THAT APPLY, and delivering
348 written notice to Seller if the item cannot be obtained, all within _____ days of acceptance for the Property for its proposed
349 use described at lines 306-308.

350 **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) STRIKE ONE ("Seller
351 providing" if neither is stricken) a Map of the Property dated subsequent to the date of acceptance of this Offer prepared by a
352 registered land surveyor, within 60 days of acceptance, at (Buyer's) (Seller's) STRIKE ONE ("Seller's" if neither is stricken)
353 expense. The map shall show minimum of 1.0 acres, maximum of 1.0 acres, the legal description of the
354 Property, the Property's boundaries and dimensions, visible encroachments upon the Property, the location of improvements,
355 if any, and: HIGHWAY ACCESS

356 [STRIKE AND COMPLETE AS APPLICABLE] Additional map features which may be added include, but are not limited to:
357 staking of all corners of the Property; identifying dedicated and apparent streets; lot dimensions; total acreage or square
358 footage; easements or rights-of-way. **CAUTION: Consider the cost and the need for map features before selecting them.**
359 **Also consider the time required to obtain the map when setting the deadline.** This contingency shall be deemed satisfied
360 unless Buyer, within five days of the earlier of: (1) Buyer's receipt of the map; or (2) the deadline for delivery of said map,
361 delivers to Seller a copy of the map and a written notice which identifies: (1) the significant encroachment; (2) information
362 materially inconsistent with prior representations; or (3) failure to meet requirements stated within this contingency.
363 Upon delivery of Buyer's notice, this Offer shall be null and void.

365 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land dimensions, total square footage, acreage
366 figures, or allocation of acreage information, provided to Buyer by Seller or by a broker, may be approximate because of
367 rounding, formulas used or other reasons, unless verified by survey or other means.

368 **CAUTION: Buyer should verify land dimensions, total square footage/acreage figures and allocation of acreage**
369 **information if material to Buyer's decision to purchase.**

370 **EARNEST MONEY**

371 ■ **HELD BY:** Unless otherwise agreed, earnest money shall be paid to and held in the trust account of the listing broker
372 (Buyer's agent if Property is not listed or Seller's account if no broker is involved), until applied to the purchase price or
373 otherwise disbursed as provided in the Offer.

374 **CAUTION: Should persons other than a broker hold earnest money, an escrow agreement should be drafted by the**
375 **Parties or an attorney. If someone other than Buyer makes payment of earnest money, consider a special**
376 **disbursement agreement.**

377 ■ **DISBURSEMENT:** If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after
378 clearance from payor's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money.
379 At closing, earnest money shall be disbursed according to the closing statement. If this Offer does not close, the earnest
380 money shall be disbursed according to a written disbursement agreement signed by all Parties to this Offer. If said
381 disbursement agreement has not been delivered to broker within 60 days after the date set for closing, broker may disburse
382 the earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller;
383 (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; or (4)
384 any other disbursement required or allowed by law. Broker may retain legal services to direct disbursement per (1) or to file an
385 interpleader action per (2) and broker may deduct from the earnest money any costs and reasonable attorneys fees, not to
386 exceed \$250, prior to disbursement.

387 ■ **LEGAL RIGHTS/ACTION:** Broker's disbursement of earnest money does not determine the legal rights of the Parties in
388 relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by broker. At least 30 days prior to
389 disbursement per (1) or (4) above, broker shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or
390 Seller disagree with broker's proposed disbursement, a lawsuit may be filed to obtain a court order regarding disbursement.
391 Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of residential property with 1-4
392 dwelling units and certain other earnest money disputes. Buyer and Seller should consider consulting attorneys regarding their
393 legal rights under this Offer in case of a dispute. Both Parties agree to hold the broker harmless from any liability for good faith
394 disbursement of earnest money in accordance with this Offer or applicable Department of Regulation and Licensing
395 regulations concerning earnest money. See Wis. Admin. Code Ch. RL 18.

396 **DISTRIBUTION OF INFORMATION** Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of the
397 Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the transaction as
398 defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession data to multiple
399 listing service sold databases; and (iii) provide active listing, pending sale, closed sale and financing concession information
400 and data, and related information regarding seller contributions, incentives or assistance, and third party gifts, to appraisers
401 researching comparable sales, market conditions and listings, upon inquiry.

402 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons
403 registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at
404 <http://www.widocoffenders.org> or by telephone at (608) 240-5830.

405 **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon delivery
406 of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer notice prior
407 to any deadline, nor is any particular secondary buyer given the right to be made primary ahead of other secondary buyers.
408 Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to delivery of Seller's notice
409 that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than _____ days after acceptance of this Offer. All
410 other Offer deadlines which are run from acceptance shall run from the time this Offer becomes primary.

411 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3)
412 occupancy; (4) date of closing; (5) contingency Deadlines ~~STRIKE AS APPLICABLE~~ and all other dates and Deadlines in this
413 Offer except: none.

414 If "Time is of the Essence" applies to a date or Deadline, failure to perform by the exact date or Deadline is a breach of
415 contract. If "Time is of the Essence" does not apply to a date or Deadline, then performance within a reasonable time of the
416 date or Deadline is allowed before a breach occurs.

417 **TITLE EVIDENCE**

418 ■ **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed
419 (or trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as
420 provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements
421 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use
422 restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's disclosure report and
423 in this Offer, general taxes levied in the year of closing and a deed restriction providing for reversion of title at Seller's sole
424 discretion if, within 15 months of Closing, Buyer has failed to erect a 3,500-5,000 sq. ft. veterinary clinic/animal day care facility on
425 the Property with related improvements per site plan approved by the City of St. Francis and Seller returns the purchase price,
426 shared driveway agreement; easements for distribution of utilities to parcels on attached map; stormwater management agreement
427 which constitutes merchantable title for purposes of this transaction. Seller shall complete and execute the documents
428 necessary to record the conveyance at Seller's cost and pay the Wisconsin Real Estate Transfer Fee.

429 ■ **TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the
430 purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall pay all
431 costs of providing title evidence to Buyer. Buyer shall pay all costs of providing title evidence required by Buyer's lender.

432 ■ **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's) (Buyer's) ~~STRIKE~~
433 ONE ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after the
434 effective date of the title insurance commitment and before the deed is recorded, subject to the title insurance policy
435 exclusions and exceptions, provided the title company will issue the endorsement. If a gap endorsement or equivalent gap
436 coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 442-449).

437 ■ **PROVISION OF MERCHANTABLE TITLE:** For purposes of closing, title evidence shall be acceptable if the required title
438 insurance commitment is delivered to Buyer's attorney or Buyer not more than 15 days after acceptance ("15" if left blank),
439 showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per
440 lines 418-427, subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements
441 and exceptions, as appropriate.

442 ■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of
443 objections to title within 15 days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In
444 such event, Seller shall have a reasonable time, but not exceeding 5 days ("5" if left blank) from Buyer's delivery of the
445 notice stating title objections, to deliver notice to Buyer stating Seller's election to remove the objections by the time set for
446 closing. In the event that Seller is unable to remove said objections, Buyer may deliver to Seller written notice waiving the
447 objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, Buyer shall deliver
448 written notice of termination and this Offer shall be null and void. Providing title evidence acceptable for closing does not
449 extinguish Seller's obligations to give merchantable title to Buyer.

450 ■ **SPECIAL ASSESSMENTS:** Special assessments, if any, levied or for work actually commenced prior to the date of this
451 Offer shall be paid by Seller no later than closing. All other special assessments shall be paid by Buyer.

452 **CAUTION:** Consider a special agreement if area assessments, property owners association assessments, special
453 charges for current services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are
454 one-time charges or ongoing use fees for public improvements (other than those resulting in special assessments)
455 relating to curb, gutter, street, sidewalk, municipal water, sanitary and storm water and storm sewer (including all
456 sewer mains and hook-up/connection and interceptor charges), parks, street lighting and street trees, and impact
457 fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).

458 **ADDITIONAL PROVISIONS/CONTINGENCIES**

459 _____
460 _____
461 _____
462 _____
463 _____
464 _____

465 **DEFAULT** Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and
466 conditions of this Offer. A material failure to perform any obligation under this Offer is a default which may subject the
467 defaulting party to liability for damages or other legal remedies.

468 If **Buyer defaults**, Seller may:

- 469 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or
470 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for
471 actual damages.

472 If **Seller defaults**, Buyer may:

- 473 (1) sue for specific performance; or
474 (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

475 In addition, the Parties may seek any other remedies available in law or equity.

476 The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the
477 discretion of the courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution
478 instead of the remedies outlined above. By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of
479 law those disputes covered by the arbitration agreement.

480 **NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD**
481 **READ THIS DOCUMENT CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS**
482 **OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL**
483 **RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE**
484 **CONSULTED IF LEGAL ADVICE IS NEEDED.**

485 **ENTIRE CONTRACT** This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller
486 regarding the transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds and
487 inures to the benefit of the Parties to this Offer and their successors in interest.

488 **INSPECTIONS AND TESTING** Buyer may only conduct inspections or tests if specific contingencies are included as a part of
489 this Offer. An "inspection" is defined as an observation of the Property which does not include an appraisal or testing of the
490 Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel source,
491 which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or building
492 materials from the Property and the laboratory or other analysis of these materials. Seller agrees to allow Buyer's inspectors,
493 testers and appraisers reasonable access to the Property upon advance notice, if necessary to satisfy the contingencies in
494 this Offer. Buyer and licensees may be present at all inspections and testing. Except as otherwise provided, Seller's
495 authorization for inspections does not authorize Buyer to conduct testing of the Property.

496 **NOTE: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of the**
497 **test, (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any other**
498 **material terms of the contingency.**

499 Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed
500 unless otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to Seller.
501 Seller acknowledges that certain inspections or tests may detect environmental pollution which may be required to be reported
502 to the Wisconsin Department of Natural Resources.

503 **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 488-502). This Offer
504 is contingent upon a qualified independent inspector(s) conducting an inspection(s), of the Property which discloses no
505 Defects. This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing
506 an inspection of _____

507 (list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which discloses no Defects. Buyer shall order the
508 inspection(s) and be responsible for all costs of inspection(s). Buyer may have follow-up inspections recommended in a
509 written report resulting from an authorized inspection performed provided they occur prior to the deadline specified at line 513.
510 Inspection(s) shall be performed by a qualified independent inspector or independent qualified third party.

511 **CAUTION: Buyer should provide sufficient time for the primary inspection and/or any specialized inspection(s), as
512 well as any follow-up inspection(s).**

513 This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers to Seller a copy of the written
514 inspection report(s) and a written notice listing the Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).

515 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**

516 For the purposes of this contingency, Defects (see lines 287-289) do not include conditions the nature and extent of which the
517 Buyer had actual knowledge or written notice before signing this Offer.

518 **RIGHT TO CURE:** Seller (shall)(shall not) ~~STRIKE ONE~~ ("shall" if neither is stricken) have a right to cure the Defects. If
519 Seller has the right to cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of
520 Buyer's delivery of the Notice of Defects stating Seller's election to cure Defects; (2) curing the Defects in a good and
521 workmanlike manner; and (3) delivering to Buyer a written report detailing the work done within 3 days prior to closing. This
522 Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and: (1)
523 Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers written notice that Seller will not cure
524 or (b) Seller does not timely deliver the written notice of election to cure.

525 **ADDENDA:** The attached map _____ is/are made part of this Offer.

526 **ADDITIONAL PROVISIONS/CONTINGENCIES** Property is generally depicted in attached map, and will be more fully
527 described and depicted in a certified survey map/plat approved by the City in accordance with City Code and Wis. Stat. Ch 236.
528 _____
529 _____
530 _____
531 _____
532 _____
533 _____
534 _____

535 This Offer was drafted by [Licensee and Firm] Atty Paul E. Alexy, City Attorney for the City of St. Francis
536 _____ on Feb 18 2016

537 (x) [Signature] DR. VIKRAMJIT Dhillon 2/25/16
538 Buyer's Signature ▲ Print Name Here ▶ Date ▲

539 (x) _____
540 Buyer's Signature ▲ Print Name Here ▶ Date ▲

541 **EARNEST MONEY RECEIPT** Broker acknowledges receipt of earnest money as per line 10 of the above Offer.

542 _____ Broker (by) _____
543 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER
544 SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY ON
545 THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OFFER.**

546 (x) [Signature] Timothy Rhode 2-20-2016
547 Seller's Signature ▲ Print Name Here ▶ Tim Rhode, City Administrator Date ▲

548 (x) _____
549 Seller's Signature ▲ Print Name Here ▶ Date ▲

550 This Offer was presented to Seller by [Licensee and Firm] _____
551 _____ on _____ at _____ a.m./p.m.

552 This Offer is rejected _____ This Offer is countered [See attached counter] _____
553 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

**ACKNOWLEDGEMENT AND CERTIFICATE OF THE APPLICANT'S
RESPONSIBILITY FOR ALL CITY'S COSTS AND EXPENSES**

Applicant, Dr. Vikramjit Dhillon hereby acknowledges the applicants responsibility for all City's costs and expenses directly or indirectly related to the applicant's request under Article IV 455- 31 and Article VIII 455-48

455-9 FEES

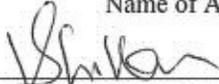
- D. Costs recoverable. All costs incurred by the City in the consideration of any requests by an applicant related to this chapter or Chapter 402, Subdivision of Land, shall be recoverable, including, without limitation by enumeration, the following:
- (1) All professional and technical consultant services and fees retained by the City and rendered in review of any application, including but not limited to the City Engineer, Planner, City Attorney or any other professional or expert hired by the City for purposes of review of the application or presubmission request.
 - (2) Legal publication costs.
 - (3) Court reporter costs, as deemed necessary by the City Planning Commission.
 - (4) Copy reproduction.
 - (5) Postage.
 - (6) Inspection fees incurred by the City Building Inspector.
 - (7) Document recording (if required).
- E. Billing of costs. The City Clerk shall, on a monthly basis, bill all costs recoverable, other than all professional City Attorney fees, including fees of any designee of the City Attorney, pursuant to this chapter to the applicant, which said costs shall be paid by the applicant within 10 days of receipt of the City's billing. The Common Council may require an applicant to submit an advance deposit against future billings by the City for the recovery of costs provided by this chapter. Surplus deposit shall be returned to the applicant at the conclusion of the project if such deposit exceeds the amount of billings for recoverable costs. Any billed costs from the City unpaid at the expiration of said ten-day period shall bear interest at the rate of 18% per annum.
- F. Billing of attorney fees. The City Attorney shall, on a monthly or quarterly basis, bill all costs recoverable pursuant to this chapter to the applicant, which said costs shall be paid by the applicant within 10 days of receipt of the City Attorney's billing. Any billed costs from the City Attorney unpaid at the expiration of said ten-day period shall bear interest at the rate of 18% per annum.
- G. Conditions of all applications. Notwithstanding anything in the City Code to the contrary, payment in full of all recoverable costs pursuant to this chapter shall be a precondition to the final approval of any application. This precondition shall extend to any City board request for an advance deposit against future billings for recoverable costs as called for herein.

Applicant shall be provided with a signed copy of this document.

Dated this 29th day of March, 2016

Vikramjit Dhillon, DVM
Name of Applicant

Kelly Cronin, Operations Manager
Representative of Applicant


Confirmation of Receipt Of
Original Acknowledgement And Certificate



ANNE B. UECKER, CMC CITY CLERK



Proposed New Animal Hospital
At:
3876 South Kinnickinnic
St Francis, WI

DATE: April 08, 2016

BMR PROJECT NO.: 2016-24

PROJECT INFORMATION

PROJECT OWNER:	Dr. Vic Dhillon 13100 W. National Ave New Berlin, WI 53151 262-789-1954
PROJECT ADDRESS:	3876 S. Kinnickinnic St. Francis, WI
PRINCIPAL IN CHARGE:	Luis Barbosa
PROJECT ARCHITECT:	Maria Nororis

PROJECT
 Proposed animal
 Hospital At:
 3876 South
 Kinnickinnic
 Milwaukee, WI

PROJECT NO. 16-24

DATE 04/08/16

REVISIONS

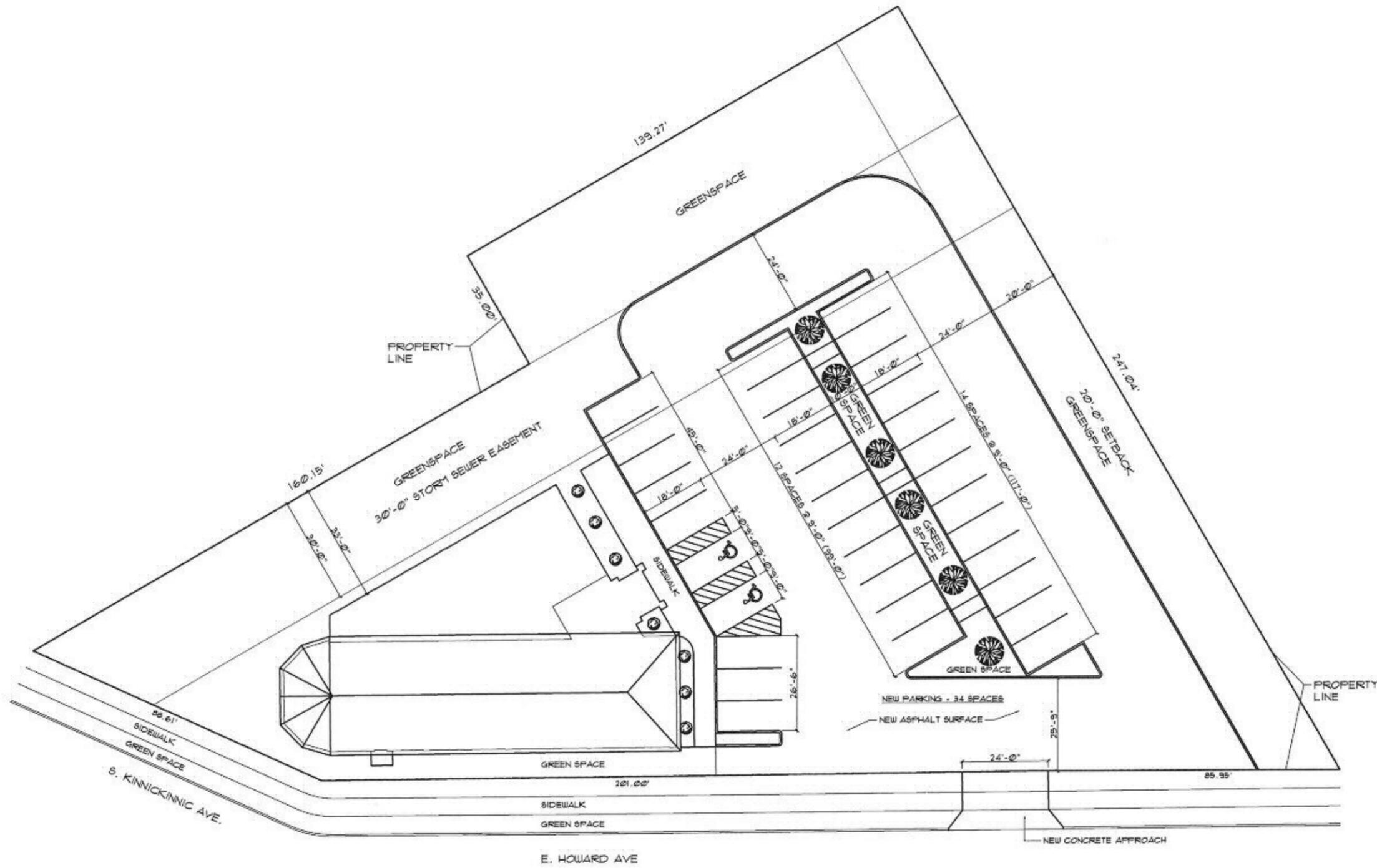
CHECKED BY L.B.

DRAWN BY M.N.

SCALE as noted

SHEET NO. A-1

SHEET TITLE



1 New Site Plan
 A-1 Scale: 1/32" = 1'-0"
 NEW BUILDING: 5,000 SQ.FT.



PROJECT
 Proposed animal
 Hospital At:
 3876 South
 Kinnickinnic
 Milwaukee, WI

PROJECT NO. 16-24

DATE 04/08/16

REVISIONS

NO.	DESCRIPTION

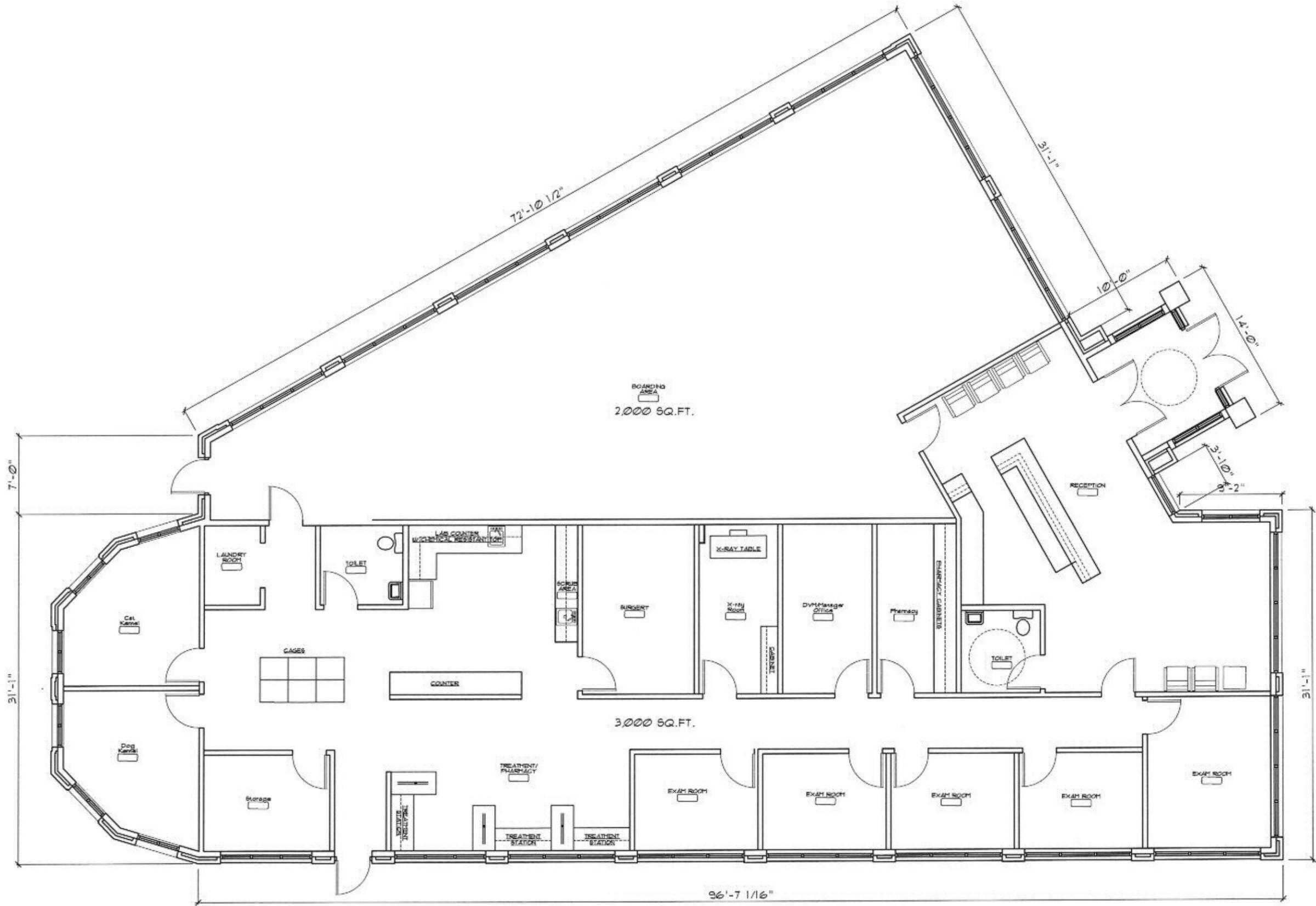
CHECKED BY L.B.

DRAWN BY M.N.

SCALE as noted

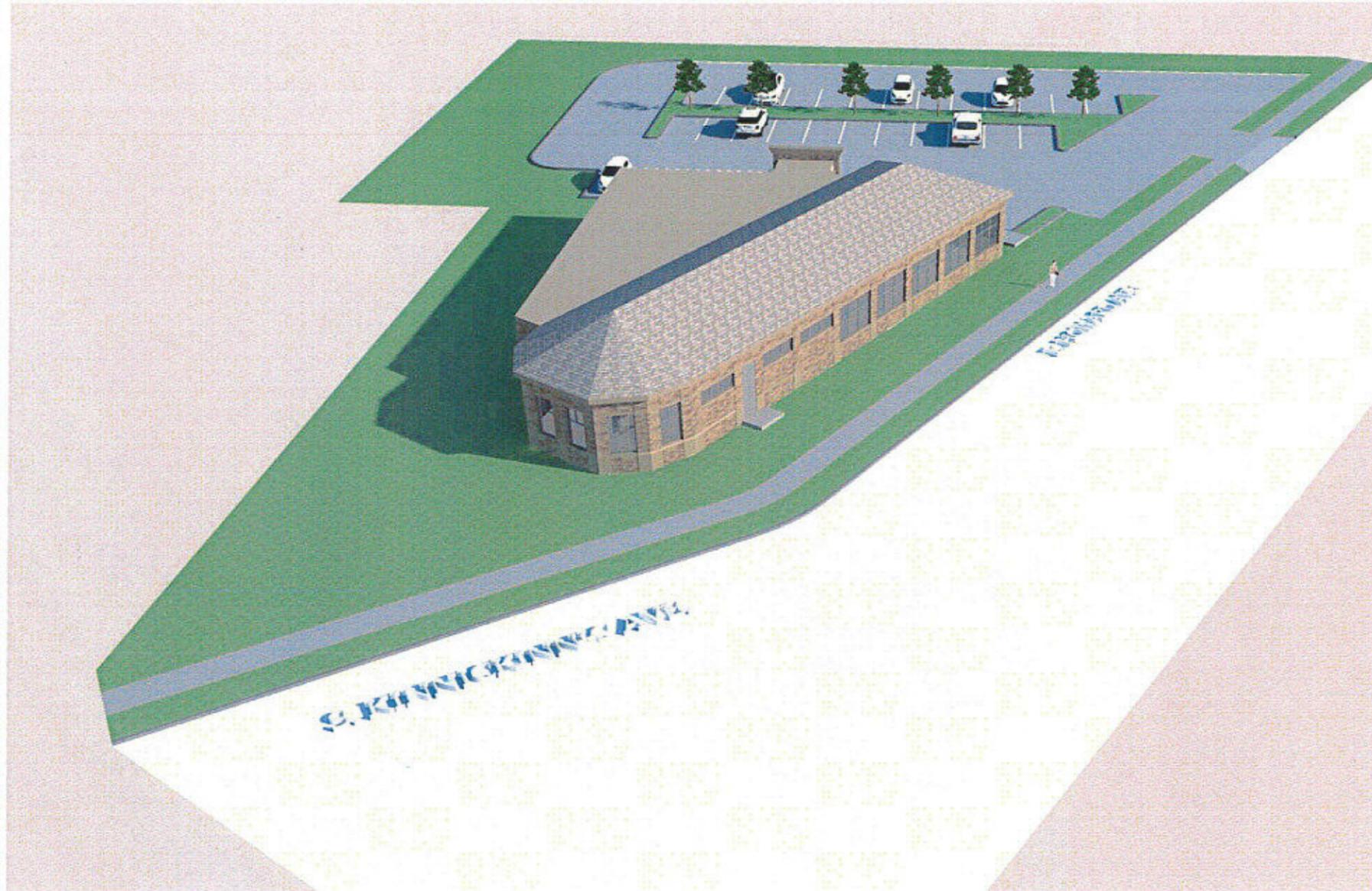
SHEET NO. A-2

SHEET TITLE



1 New Floor Plan
 A-2 Scale: n.t.e.

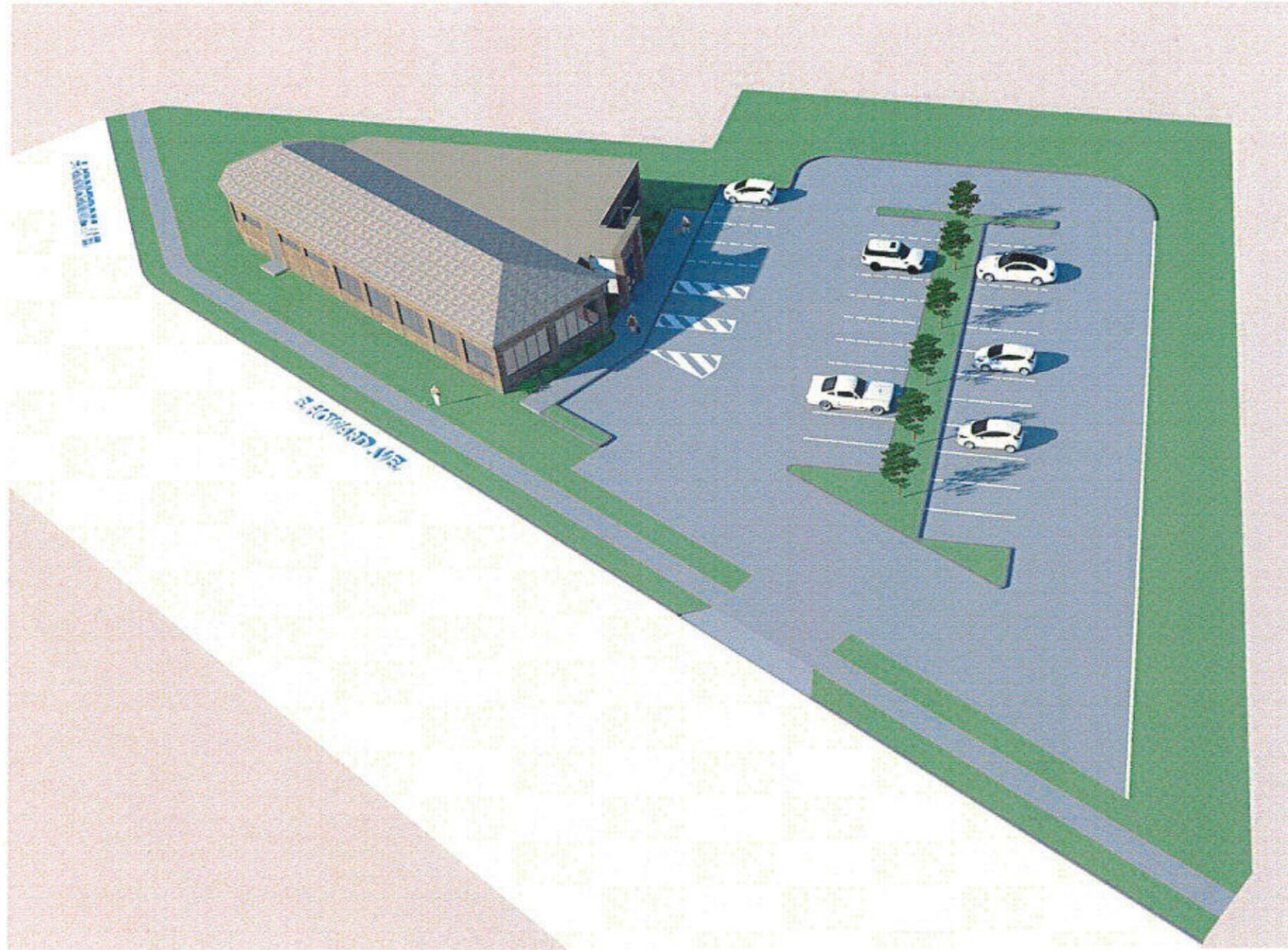




Proposed New Animal Hospital
At: 3876 S. Kinnickinnic Ave
Milwaukee WI

Project # 2016-24
April 09, 2016

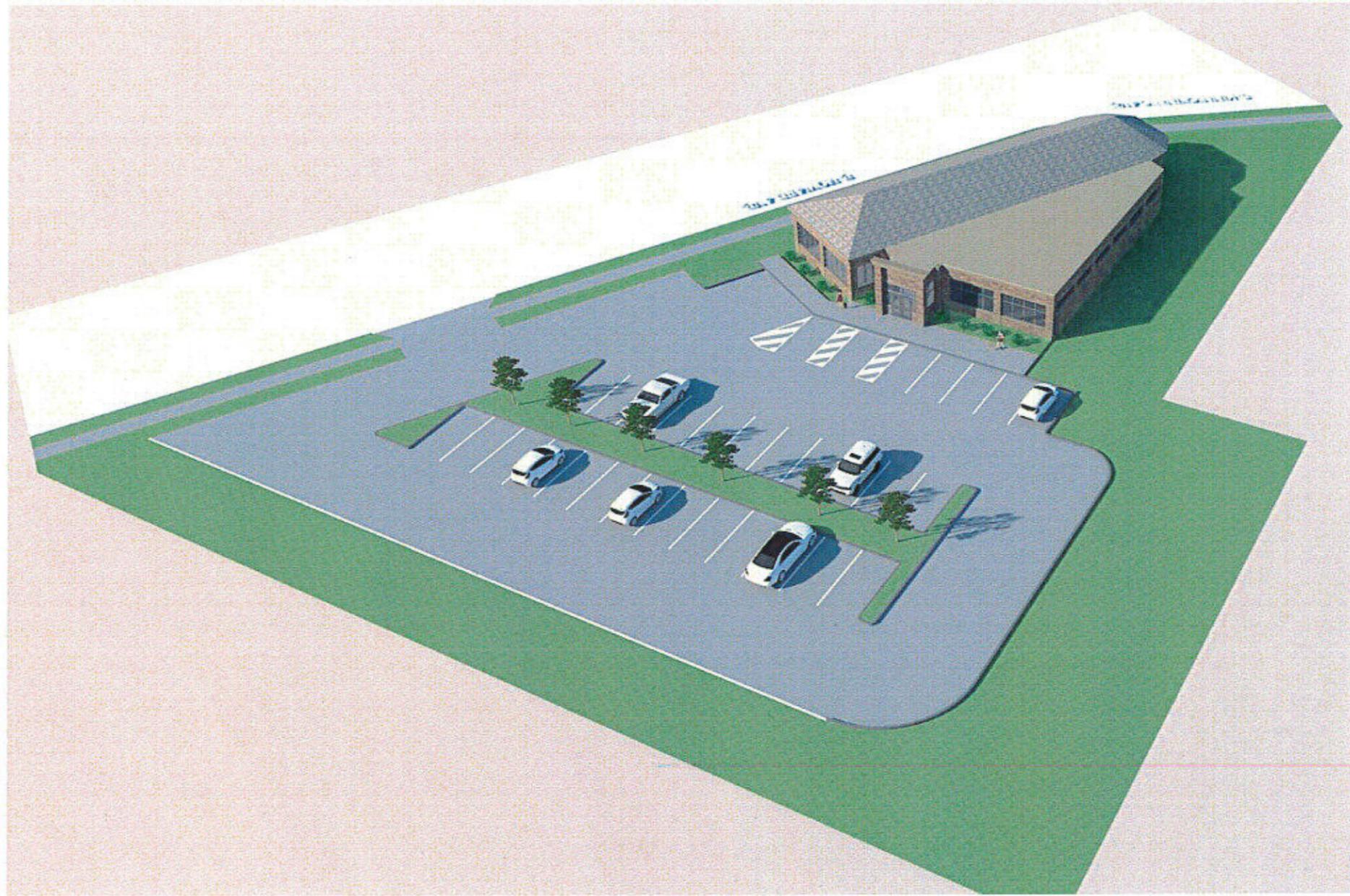




Proposed New Animal Hospital
At: 3876 S. Kinnickinnic Ave
Milwaukee WI

Project # 2016-24
April 09, 2016





Proposed New Animal Hospital
At: 3876 S. Kinnickinnic Ave
Milwaukee WI

Project # 2016-24
April 09, 2016





Proposed New Animal Hospital
At: 3876 S. Kinnickinnic Ave
Milwaukee WI

Project # 2016-24
April 09, 2016





Proposed New Animal Hospital
At: 3876 S. Kinnickinnic Ave
Milwaukee WI

Project # 2016-24
April 09, 2016





Proposed New Animal Hospital
At: 3876 S. Kinnickinnic Ave
Milwaukee WI

Project # 2016-24
April 09, 2016





Proposed New Animal Hospital
At: 3876 S. Kinnickinnic Ave
Milwaukee WI

Project # 2016-24
April 09, 2016





Proposed New Animal Hospital
At: 3876 S. Kinnickinnic Ave
Milwaukee WI

Project # 2016-24
April 09, 2016



April 20, 2016

RE: Neighborhood Storage Solutions/Certified Environmental Services, Inc.
2040 East St. Francis Avenue
St. Francis, Wisconsin 53235

Dear Planning Commission Members:

First of all, I would like to thank all of the past and current Commission and Council members for their continued assistance and support over the last year in the rezoning and redevelopment of 2040 E St. Francis Avenue. In so doing, you have all helped me realize a longtime dream of developing a very unique, locally owned, neighborhood centric storage complex while also expanding our operating facility for my company, Certified Environmental Services Inc.

I am grateful for the trust you have placed in me to redevelop another property in St. Francis in a manner that continues to enhance the immediate neighborhood, and entire St. Francis community. In turn, I have spared no expense, have held my team to the strictest accountability with regard to neighborhood preferences and sensitivities and, now, am being proactive in soliciting Committee and Council support in, what I hope will be viewed as, an even greater enhancement to the neighborhood.

In the beginning, it was my intention to not only develop a unique neighborhood storage complex that is attractive and easily accessible to the community, but also house the office and shop space for (my business, of 21 years) Certified Environmental Services, Inc. in the west corner of Building #1 and southeast corner of Building #3.

As required, retail space was also to be incorporated into the overall design of the development as well. This was to be accommodated by utilizing a small area housed in Building #1. Since the inception of the original design, however, I have come to see that these spaces could be better utilized, and in so doing, perhaps enhance a much larger footprint in St. Francis.

As construction continues to move forward, I am pleased to share that the support of the neighboring properties has continued to grow exponentially and brought to the project an even stronger sense of community. As mentioned, St. Francis based Certified Environmental Services, Inc., continues to grow rapidly as well. Since the initial development design, sales at CES, Inc. have increased by nearly 40%. As a result, we have grown to require additional traffic to more frequently replenish supplies and materials and have also seen an increase need for parking at times when additional temporary staff are brought in for support. In addition, within the last 30 days, CES has also been certified by the Wisconsin Department of Administration as a Disabled Veteran Owned Business (DVB) and become a part of the Wisconsin Supplier Diversity Program. We anticipate this will grow our market and services exponentially. Although, at the current time, 2040 East St. Francis offers ample space to meet our current needs, I am now, concerned that CES will quickly outgrow this space as well. The concern for quickly outgrowing the space, coupled with additional vehicle traffic that could be brought to the neighborhood as a result of a continued increase in sales, has caused me to reevaluate the use of some of the space at 2040 E St. Francis Ave.

In anticipation of any committee, council or community member suggesting that my request to make a change to the existing development plan is (in any way) a form of "bait and switch", let me reassure you.

It always was, until recently, my intention to utilize 2040 East St. Francis as my operating facility for CES Inc, and quite frankly, this overall change in design will come at a substantial expense to me. Major mechanical and some structural changes will need to be made, and some materials that were recently installed, will need to be removed and replaced. On the front end, this will not be a cost effective alteration, but rather a pure expense to me.

That being said I also want to be clear in saying that I am committed to keeping Certified Environmental Services, Inc. in St. Francis and am actively seeking opportunities for, at a minimum, a long term lease and/or lease with option to purchase property(s) in and only in St. Francis.

In addition, in an effort to meet the retail space requirements and utilize the space originally designed for CES, Inc. most effectively, we are moving forward with a plan to incorporate an expanded retail element in the intended space located in Building #3. Identical, additional climate controlled storage units will be incorporated into the intended space located in Building #1. (See attached)

I would also like to make it very clear, that with regard to the on-site management that I assured the community I would offer in my original presentation, I will own and operate the proposed retail component as well.

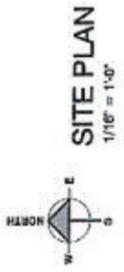
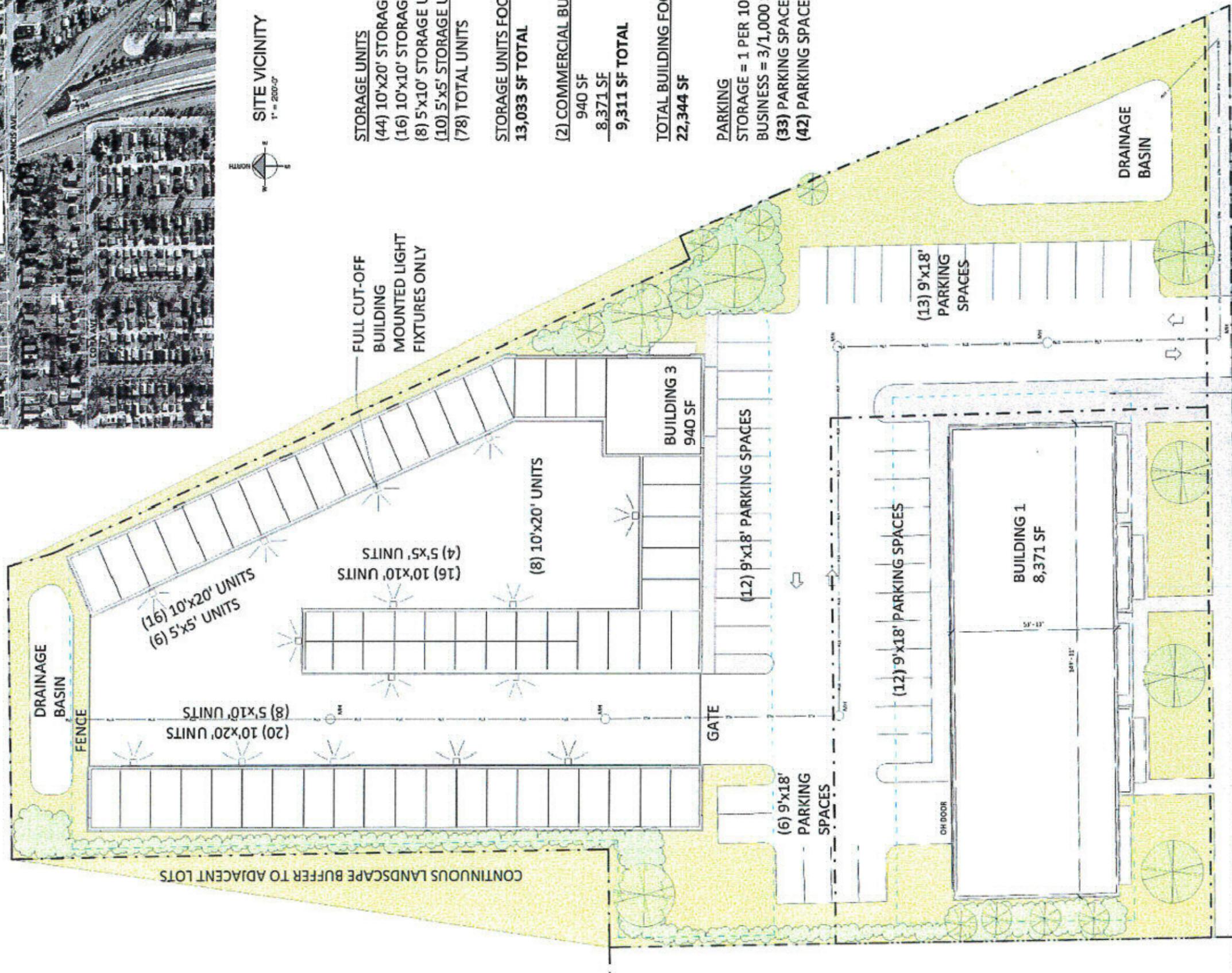
I am currently in discussions with Goin' Postal, a nationwide franchised pack and ship walk-up/counter service (www.goinpostal.com) which would share the expanded retail space with the Neighborhood Storage Solutions counter service as well. In researching viable, sustainable retail outlets to occupy the intended space, I was careful to select a retailer that would complement Neighborhood Storage Solutions, LLC. and maintain, or potentially, reduce the traffic count and parking needs.

Thank you, in advance, for your consideration of the modification to our originally intended use of space within this development. I look forward to continuing to work together towards our shared vision and enhancement of the St. Francis community. I am available to meet with any or all Council and/or Commission members personally and/or look forward to seeing those present at next week's Planning Commission meeting to further address any additional questions and or concerns.

Thank you,

A handwritten signature in black ink, appearing to read "Darrick Dysland", written over a horizontal line.

Darrick Dysland



NO DIRECT
VIEW OF
STORAGE
BUILDINGS

- STORAGE UNITS**
- (44) 10'x20' STORAGE UNITS
- (16) 10'x10' STORAGE UNITS
- (8) 5'x10' STORAGE UNITS
- (10) 5'x5' STORAGE UNITS
- (78) TOTAL UNITS

- STORAGE UNITS FOOTPRINT**
- 13,033 SF TOTAL

- (2) COMMERCIAL BUILDINGS**
- 940 SF
- 8,371 SF
- 9,311 SF TOTAL

- TOTAL BUILDING FOOTPRINT**
- 22,344 SF

- PARKING**
- STORAGE = 1 PER 10 UNITS
- BUSINESS = 3/1,000 SF
- (33) PARKING SPACES REQUIRED
- (42) PARKING SPACES PROVIDED

EXTERIOR STORAGE UNITS
 (31) 10'x20' STORAGE UNITS
 (12) 10'x10' STORAGE UNITS
 (45) 5'x10' STORAGE UNITS
 (32) 5'x5' STORAGE UNITS
 (120) TOTAL UNITS

INTERIOR STORAGE UNITS
 (19) 10'x10' STORAGE UNITS
 (8) 10'x7.5' STORAGE UNITS
 (40) 5'x10' STORAGE UNITS
 (1) 6'x7.5' STORAGE UNITS
 (23) 5'x7.5' STORAGE UNITS
 (2) 5'x5' STORAGE UNITS
 (93) TOTAL UNITS

STORAGE UNITS FOOTPRINT
20,628 SF TOTAL

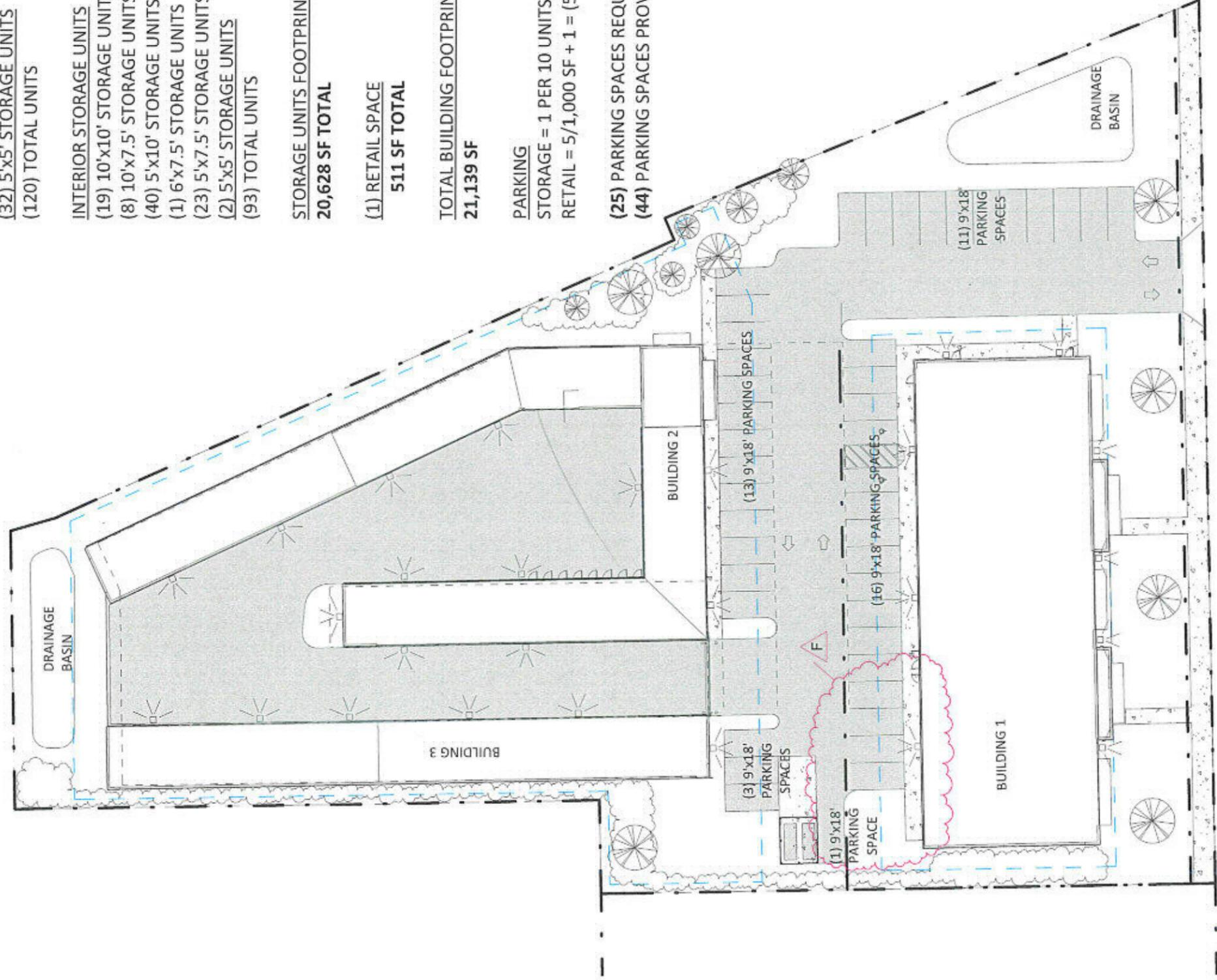
(1) RETAIL SPACE
511 SF TOTAL

TOTAL BUILDING FOOTPRINT
21,139 SF

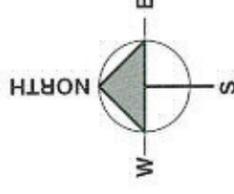
PARKING

STORAGE = 1 PER 10 UNITS = 213/10 = 22 SPACES
 RETAIL = 5/1,000 SF + 1 = (511/1000) + 1 = 3 SPACES

(25) PARKING SPACES REQUIRED
(44) PARKING SPACES PROVIDED

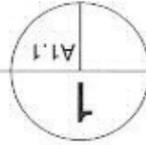


1 SITE PLAN
 A0.2
 1" = 40'-0"

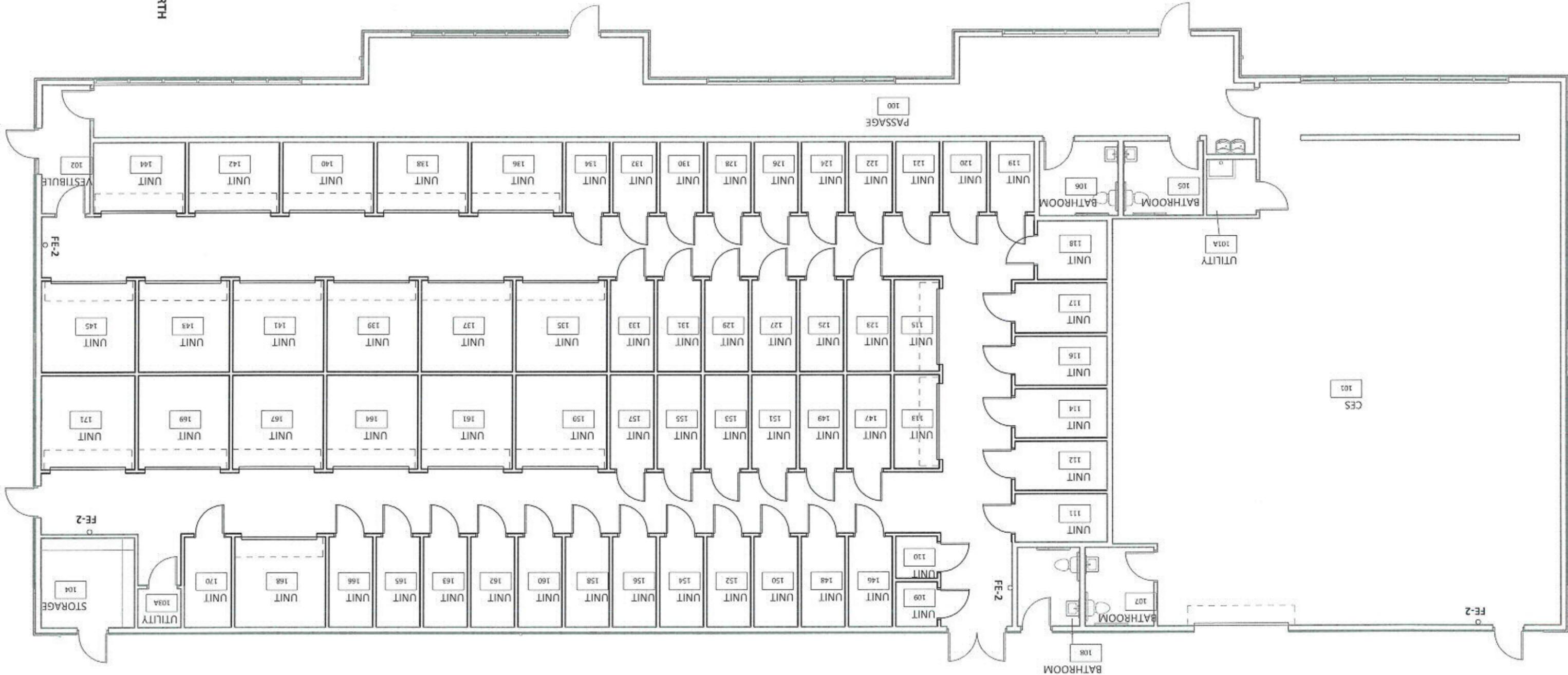
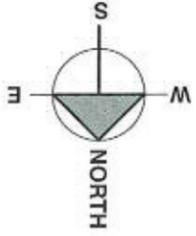




1" = 10'-0"



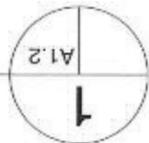
PREVIOUS BUILDING 1 FLOOR PLAN



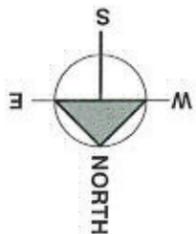


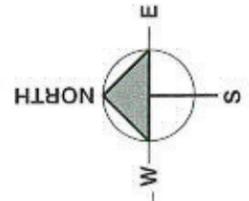
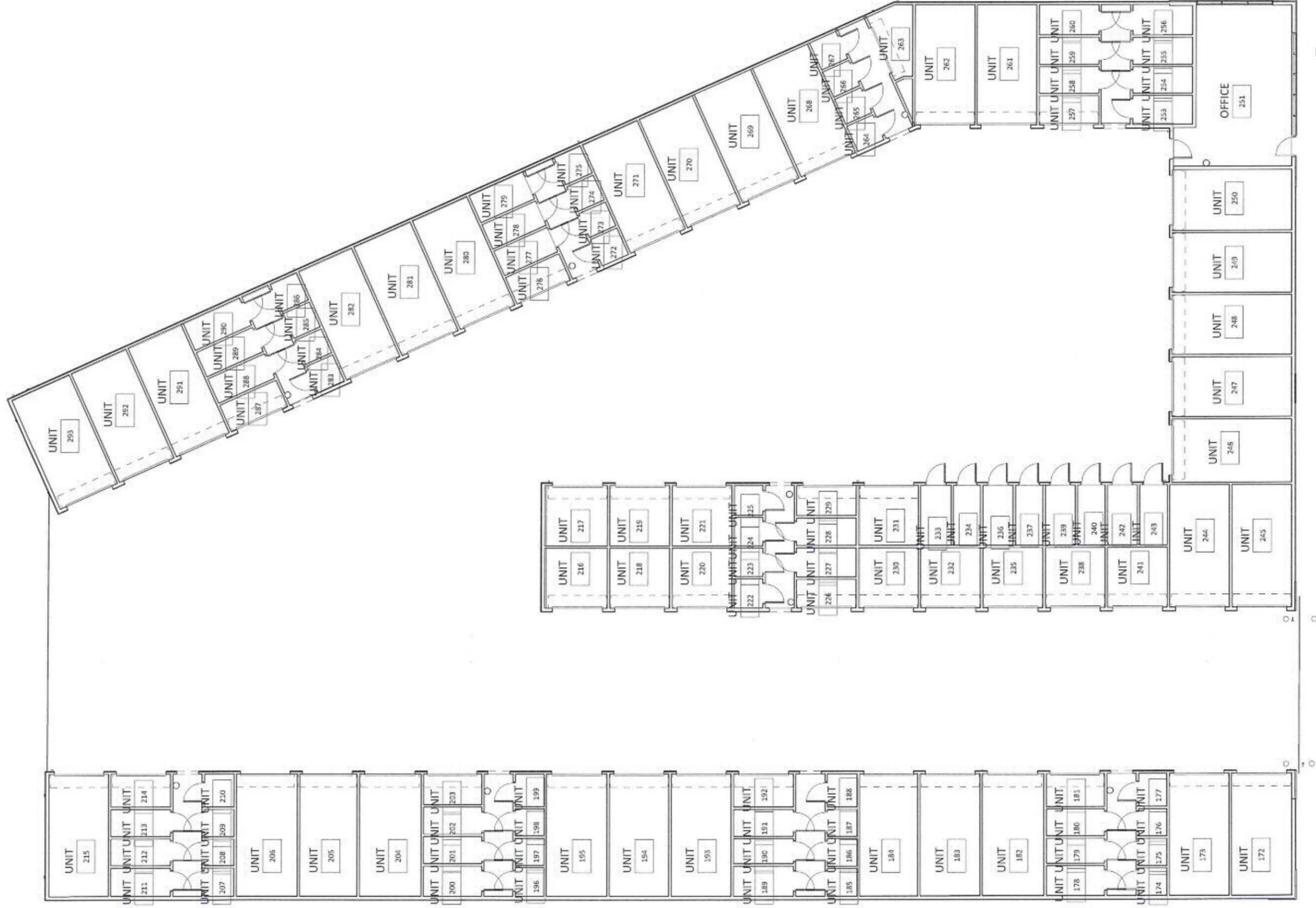
BRI 2040 LLC
2040 E. ST. FRANCIS AVE.
ST. FRANCIS, WI

1" = 10'-0"



BUILDING 1 PROPOSED STORAGE PLAN





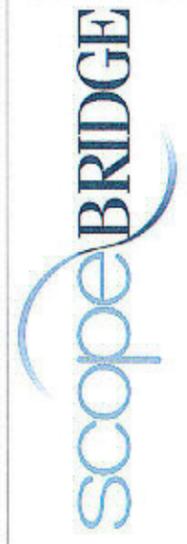
1 PREVIOUS BUILDING 2 & 3 PLAN

1
A2.1

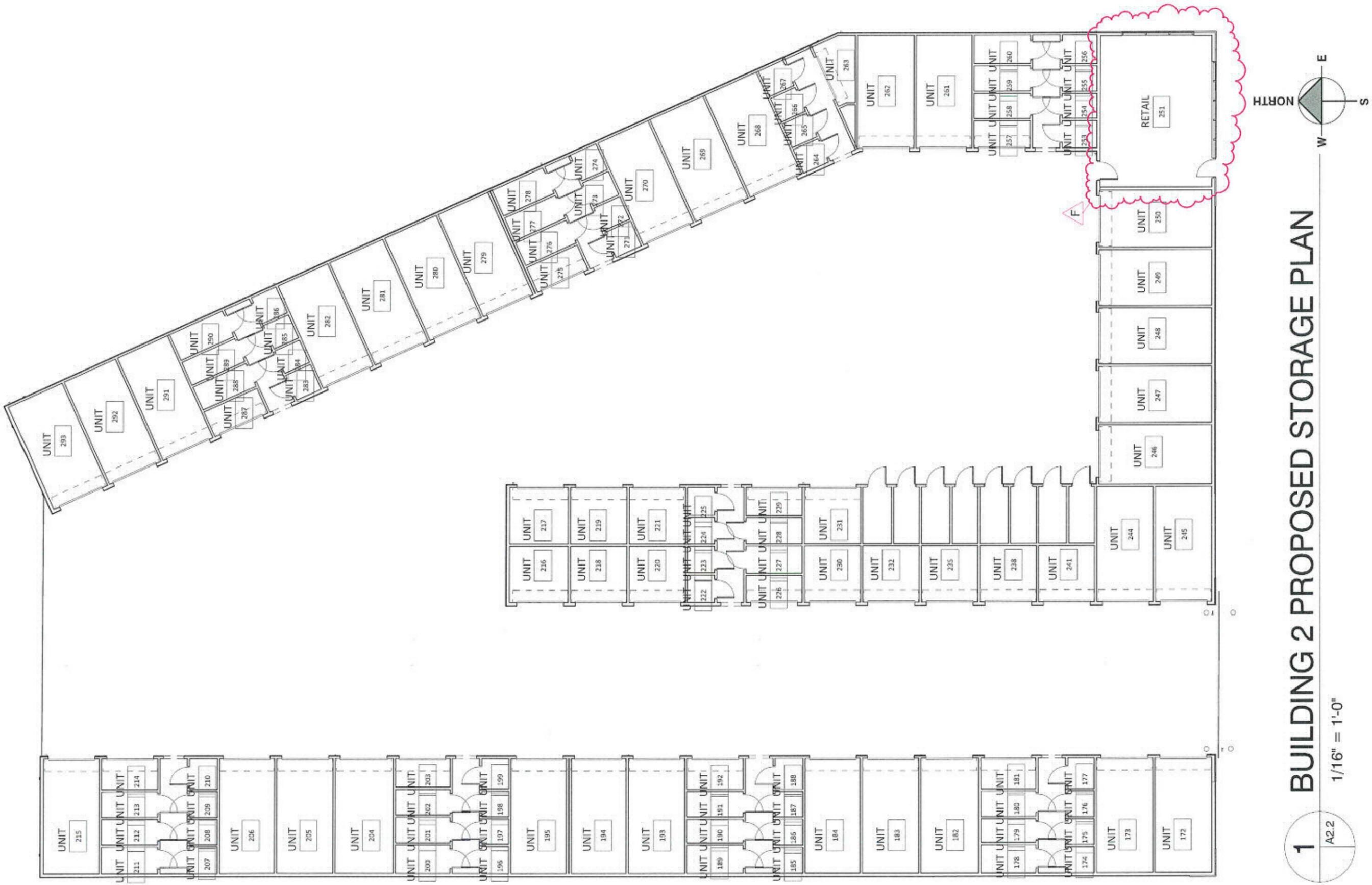
1/16" = 1'-0"

Date 04.19.2016
 PREVIOUS BUILDING 2 & 3 PLAN
 SHEET: A2.1
 PAS

BRI 2040 LLC
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 ST. FRANCIS, WI



Project No. 15.020



1
A2.2

1/16" = 1'-0"

BUILDING 2 PROPOSED STORAGE PLAN



BRI 2040 LLC
 2040 E. ST. FRANCIS AVE.
 ST. FRANCIS, WI

Date 04.19.2016

REVISED BUILDING 2 & 3 PLAN

SHEET: A2.2

Project No. 15.020

PAS